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AGENDA

NEWPORT NEWS CITY COUNCIL REGULAR CITY COUNCIL MEETING

JULY 14, 2015

City Council Chambers

7:00 p.m.

A. Call to Order

B. Invocation - Rev. Synetheia N. Newby, Gethsemane Baptist Church

C. Pledge of Allegiance to the Flag of the United States of America

D. Presentations

None

E. Public Hearings

1. Ordinance Authorizing the City Manager to Make Offers to Acquire a Parcel of Property Located at 505 Chesapeake Avenue for a Drainage and Sewer Improvements Project and to Execute All Documents Necessary to Effectuate the Transaction

F. Consent Agenda

1. Minutes of the Work Session of June 23, 2015
2. Minutes of the Special Meeting of June 23, 2015
3. Minutes of the Regular Meeting of June 23, 2015

G. Other City Council Actions

1. Resolution Authorizing the City Manager to Execute a State Plan of Operation Between the City and the State of Virginia and All Additional Documents Necessary to Continue Participation in the Military Excess Property Program
2. Ordinance Amending City Code, Chapter 40, Taxation; Article VI, Tax on Purchasers of Local Exchange Telephone Service; by Repealing Sections 40-98 through 40-105

3. Resolution Authorizing the City Manager to Execute a Temporary, Nonexclusive, Revocable License Agreement (TNRLA) between Wavelength Technologies, Inc. and the City of Newport News for the Use of the City's Rights-of-Way for Telecommunications Purposes
4. Ordinance Authorizing the City Manager to Execute a Lease between the City of Newport News and Christopher Newport University (CNU), for Parcel 3 at Menchville Marina
5. Ordinance Authorizing the Renaming of a Public Right-of-Way, "Flannery O'Conner Street," in the Port Warwick Development to "Flannery O'Connor Street"
6. Receipt of Bids for Authorizing a 20-foot Easement of Right-Of-Way Over City-owned Property Located at 301 Fort Eustis Boulevard

H. Appropriations

None Submitted

I. Citizen Comments on Matters Germane to the Business of City Council

J. * New Business and Councilmember Comments

1. City Manager
2. City Attorney
3. City Clerk
4. Vick
5. Woodbury
6. Bateman
7. Cherry
8. Coleman
9. Price
10. Scott

K. Adjourn

***THE BUSINESS PORTION OF THE MEETING WILL BE CONCLUDED NO LATER THAN 10:00 P.M. TO ALLOW PERSONS TO ADDRESS CITY COUNCIL UNDER "CITIZEN COMMENTS ON MATTERS GERMANE TO THE BUSINESS OF CITY COUNCIL."**

A. Call to Order

B. Invocation – Rev. Synetheia N. Newby, Gethsemane Baptist Church

C. Pledge of Allegiance to the Flag of the United States of America

D. Presentations

E. Public Hearings

1. Ordinance Authorizing the City Manager to Make Offers to Acquire a Parcel of Property Located at 505 Chesapeake Avenue for a Drainage and Sewer Improvements Project and to Execute All Documents Necessary to Effectuate the Transaction

ACTION:

A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO ACQUIRE, BY PURCHASE OR CONDEMNATION, A PARCEL OF PROPERTY LOCATED AT 505 CHESAPEAKE AVENUE FOR THE PARK AVENUE SANITARY SEWER PROJECT.

BACKGROUND:

- The Department of Public Works has received a number of maintenance calls regarding sewer service to 505 Chesapeake Avenue and 511 Chesapeake Avenue.
- Upon inspection, it was found that the sewer service lateral serving these properties is undersized and an increase in pipe size is required for the maintenance of sanitary sewer service.
- The work will be performed by Public Works.

FISCAL IMPACT:

- The appraised value of the required drainage and utility easement is \$12,500.
- Funding for this acquisition is available through the Public Works operating budget.
- The City Manager recommends approval.

Supporting Material

CM Memo re Park Ave Sanitary Sewer Proj

Location Map

sdm13585 Authorizing CM to Purchase Real Estate (505 Chesapeake Ave)

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

July 8, 2015

TO: The Honorable City Council

FROM: City Manager

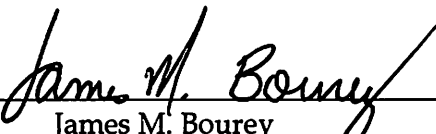
SUBJECT: Park Avenue Sanitary Sewer Easement Acquisition - 505 Chesapeake Avenue

City Council is requested to adopt an ordinance authorizing the City Manager to execute any and all documents necessary to acquire a permanent drainage and utility easement at 505 Chesapeake Avenue for the Park Avenue Sanitary Sewer Project. All efforts were made to locate the owners of the property, but these attempts have been unsuccessful. In light of this information, the City will pursue its option to acquire the property by condemnation.

The easement being acquired will be used to improve the existing sanitary sewer service to 505 Chesapeake Avenue and 511 Chesapeake Avenue. Presently, Public Works has received a number of calls concerning the sewer service to these residences. Upon investigation, it was found that the existing four-inch sewer lateral serving these properties was undersized to provide the required level of service for multiple residences. Therefore, Public Works is proposing to increase the size of the sewer to the standard six inches and will perform the work using City resources.

The appraised value of the drainage and utility easement is \$12,500. Funding for this acquisition is available through the Public Works operating budget.

I recommend City Council approve the resolution.


James M. Bourey

JMB/JRK/mjd

Attachment

cc: Everett Skipper, Director, Department of Engineering



CITY OF NEWPORT NEWS, VIRGINIA



PARK AVENUE SANITARY SEWER EXTENSION



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO MAKE OFFERS TO ACQUIRE, BY PURCHASE OR CONDEMNATION, A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY HEREINAFTER MORE PARTICULARLY DESCRIBED, FOR A DRAINAGE AND SEWER IMPROVEMENTS PROJECT, TO PROVIDE FUNDS FOR THIS PURPOSE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST ALL DOCUMENTS NECESSARY TO EFFECT THE PURCHASE AUTHORIZED HEREIN.

WHEREAS, in the opinion of the Council of the City of Newport News, a public necessity exists for the acquisition of certain real property interests, hereinafter more particularly described, for the purpose of repairing and maintaining stormwater and wastewater facilities, and for the preservation of the safety, health, peace, good order, comfort, convenience, morals and welfare of the City of Newport News; and

WHEREAS, the owner has vacated the property and city employees, after a diligent search, have been unable to obtain a current address for the owner.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News, Virginia, after a properly noticed Public Hearing on July 14, 2015, pursuant to Virginia Code §15.2-1903:

Section 1. That the Council hereby authorizes the acquisition of a drainage and utility easement identified in Section 6 of this ordinance.

Section 2. That the City Attorney be, and hereby is, authorized and directed to acquire in a manner provided by Title 15.2, Chapter 19 and Title 25.1, Chapters 2 and 3, of the Code of Virginia, 1950, as amended, an interest in that certain property located in the City of Newport News, Virginia, together with all rights appurtenant thereto, if appropriate, to implement a drainage and wastewater utility improvement project on the property to be acquired, and a preliminary indication of ownership being more particularly described in Section 6 of this ordinance.

Section 3. That the City Manager is hereby authorized and directed to act for and on behalf of the City of Newport News in agreeing and disagreeing with the owners of the properties upon the compensation to be paid therefor within the limits of the funds provided herein for this purpose as set out in Section 6 of this ordinance.

Section 4. That in order to provide funds for the acquisition of interests in the said properties and to defray the costs incident thereto, the sum of TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00) or so much thereof as may be necessary, is hereby designated from funds appropriated for acquisition of the hereinafter described property.

Section 5. That the authority to acquire interests in the property listed in Section 6 of this ordinance shall include all necessary authority to acquire clear title to those properties and

shall, without intending to be a limitation, include the authority to institute proceedings against successors in title or to institute eminent domain proceedings in order to establish clear title.

Section 6. That the present owner of the property to be acquired, or interests therein, and a description of said properties or their interests, and the funds necessary to compensate the owners of the properties are as follows (the interests to be acquired being a drainage and utility easement unless otherwise indicated on the plats attached hereto):

A permanent drainage and utility easement from MICHELLE L. COCHRAN, for TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00). The interest(s) to be acquired affect(s) a parcel identified as 505 Chesapeake Avenue, Newport News, Virginia, Tax Parcel 303-03-02.09, and more particularly described on a plat attached to this Ordinance as Exhibit 1.

Section 7. That this ordinance shall be in effect on and after the date of its adoption, July 14, 2015.

I, Patrick S. McManus Sr. HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE ON THE DATE OF 10/13/2009 AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, INCLUDING AN ACCURACY OF NOT LESS THAN ONE (1) FOOT IN TWENTY THOUSAND (20,000) FEET.



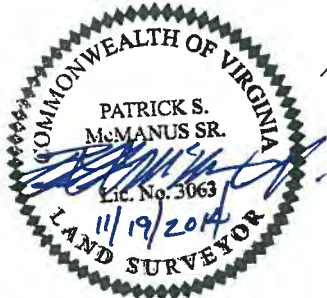
CITY OF NEWPORT NEWS GEODETIC
CONTROL - VIRGINIA STATE PLANE
COORDINATE SYSTEM SOUTH ZONE -
NAD 83 7807

N/F
PROPERTY OF
SUAREX WALTER F JR.
INSTRUMENT #D090000850
TAX ID: 303030208

N/F
PROPERTY OF
WOHL NICOLE
INSTRUMENT #D120009866
TAX ID: 303030210

N/F
PROPERTY OF
COCHRAN MICHELLE L
INSTRUMENT #0021080688
TAX ID: 303030209

N/F
PROPERTY OF
ALLMENDINGER PERRY D
ALLMENDINGER ANASTASIA W
INSTRUMENT #0020841453
TAX ID: 303030314



NOTE:
PROPERTY SHOWN HEREON IS LOCATED IN ZONE C
SHOWN ON FLOOD INSURANCE MAP COMMUNITY
NUMBER 510103 PANEL 0018-C
EFFECTIVE DATE: 1/17/86

SHEET 2

505 CHESAPEAKE AVE.



CITY OF
NEWPORT NEWS
DEPT. OF ENGINEERING

PLAT SHOWING
20' DRAINAGE/UTILITY EASEMENT
DEDICATED TO THE
CITY OF NEWPORT NEWS
2000.00 SQ. FT. 0.046 AC
CITY OF NEWPORT NEWS, VIRGINIA

SCALE: 1" = 30'
DATE: 11/17/14

DRN.BY: SWS
APR.BY:

I, Patrick S. McManus Sr. HEREBY CERTIFY THAT THE SURVEY
REPRESENTED BY THIS PLAT WAS MADE ON THE DATE OF
10/13/2009 AND IS CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF, INCLUDING AN ACCURACY OF NOT LESS
THAN ONE (1) FOOT IN TWENTY THOUSAND (20,000) FEET.

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE
REPORT. PROPERTY MAY BE SUBJECT TO EASEMENTS AND
SERVITUDES OF RECORD.

THIS PLAT IS FOR THE PURPOSE OF DEDICATING AN EASEMENT
AND DOES NOT REPRESENT AN ACTUAL BOUNDARY SURVEY.

[Signature]
SIGNATURE

11/19/2014
DATE

PATRICK S. McMANUS SR
NAME PRINTED



I, Patrick S. McManus Sr. HEREBY CERTIFY
THAT THE SURVEY REPRESENTED BY THIS PLATE
WAS MADE BY ME ON THE DATE OF 10/13/2009
AND IS CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF, INCLUDING AN ACCURACY OF NOT
LESS THAN ONE (1) FOOT IN TWENTY THOUSAND
(20,000) FEET.

505 CHESAPEAKE AVE.



CITY OF
NEWPORT NEWS
DEPT. OF ENGINEERING

PLAT SHOWING
20' DRAINAGE/UTILITY EASEMENT
DEDICATED TO THE
CITY OF NEWPORT NEWS
2000.00 SQ. FT. 0.046 AC
CITY OF NEWPORT NEWS, VIRGINIA

SCALE: N/A
DATE: 11/17/14

DRN.BY: SWS
APR.BY:

F. Consent Agenda

1. Minutes of the Work Session of June 23, 2015

ACTION: • N/A

BACKGROUND: • N/A

FISCAL
IMPACT: • N/A

Supporting Material

Minutes of Work Session of June 23, 2015

**MINUTES OF WORK SESSION
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE 10TH FLOOR CONFERENCE ROOM
2400 WASHINGTON AVENUE
June 23, 2015
4:30 p.m.**

PRESENT: Sharon P. Scott; Tina L. Vick; Dr. Patricia P. Woodbury; Herbert H. Bateman, Jr.;
Saundra N. Cherry, D. Min; and Robert S. Coleman----- 6

ABSENT: McKinley L. Price, DDS----- 1

OTHERS PRESENT: James M. Bourey; Collins L. Owens; Mabel Washington Jenkins; Cynthia Rohlf;
Alan Archer; Darlene Bradberry; Wanda Pierre; Lisa Cipriano; Kate Helwig; David Yancey; John Calver;
Helen Small; Al Riutort; LaVerne Flowers; Everett Skipper; Tom Mitchell; Reed Fowler; Florence
Kingston; Jerri Wilson; Telly Whitfield; Kim Lee; Jennifer Walker; RoShaundra Ellington; Eoghan
Miller; and Theresa Clift

I. Newport News Sister Cities Presentation

Mr. James M. Bourey, City Manager, stated that Newport News Sister Cities was involved in an important initiative that had been ongoing for several years and offered opportunities for the Sister Cities of Newport News, the City and the business community. He introduced The Honorable David Yancey, Delegate, Sister Cities of Newport News Honorary Chair, to provide the presentation (a copy of the presentation, "Proposal to Approve a Friendship City Status with St. Nazaire, Pays de la Loire, France," is attached and made a part of these minutes).

Delegate Yancey advised that a three member delegation of the Sister Cities of Newport News (Delegate David Yancey, Ms. Helen Small, and Ms. LaVerne Flowers) made their first exploratory visit to the City of Saint-Nazaire, France, on April 7 – 10, 2015. He stated that Saint-Nazaire was much like the City of Newport News. It was a principle manufacturing and maritime community with shipping interests. The Shipyard STX France, in Saint-Nazaire, principally built cruise ships and was building the largest cruise ship in the world (the Royal Caribbean Harmony of the Seas) due in April 2016.

Delegate Yancey noted findings of the Sister Cities of Newport News Exploratory Visit to Saint-Nazaire in April 2015:

- Generous and welcoming people
- Strong areas of commonality to the City of Newport News
 - Shipyard STX France (Korean-owned)

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- Aviation/Airbus Saint-Nazaire
 - Maritime Museum
 - Historic Military Connections
- Primary-Secondary Schools willing to partner
- Local Government interested in partnership
- Opportunity to formally “sister” as they have no existing U.S. partnership

Delegate Yancey stated that the delegation’s experience in France was remarkable. He advised that the people of Saint-Nazaire were friendly and intrigued by a possible Sister City relationship with the City of Newport News. He encouraged the City Council to consider sending an invitation to welcome a Saint-Nazaire delegation to the City of Newport News and further explore the opportunity for a Sister City relationship.

City Manager Bourey questioned the Sister Cities of Newport News’ process. Ms. Kate Helwig, Executive Director, Sister Cities of Newport News, replied that a Policy Resolution, adopted by the Sister Cities of Newport News in 2006, noted guidelines and steps necessary to form a Sister City relationship. The policy was applied equally to all new Sister City prospects.

Ms. Helwig noted the timeline for the Saint-Nazaire Sister City proposed relationship:

- May 2012 Group of citizens began meeting and researching proposed cities in France
- July 2012 Advocate Group was formed under guidelines adopted by SCNN in 2006
- September 2013 Letter of introduction was sent from the Mayor to Saint-Nazaire
- Summer 2014 Request for an exploratory visit was sent to Saint-Nazaire
- April 2015 Exploratory visit was planned and three Newport News Sister City delegates traveled, at their own expense, to Saint-Nazaire

Ms. Helwig stated that the Sister Cities of Newport News would like to send an invitation to the City of Saint-Nazaire to plan an exploratory visit to the City of Newport News. She stated no official City Council meeting would be planned; it would be more like a City Council “meet and greet” affair. Future official delegation visits would be scheduled that would require specific programming from the city, schools and military, which could culminate into an official Sister City relationship.

Delegate Yancey recognized Ms. Flowers for the fantastic assistance she provided, as the French translator, during their exploratory visit in April 2015. He stated Ms. Flowers took complete control of the meetings held between the French and Newport News Schools. Delegate Yancey also recognized and thanked Ms. Small for the assistance she provided. He stated Ms. Flowers and Ms. Small did a great job representing the City of Newport News and Schools by pointing out the benefits of a Sister City relationship for all sides. He felt the City would benefit economically, academically, and culturally by a Sister City relationship with the City of Saint-Nazaire. He looked forward to cultivating a relationship, which would be beneficial to both communities.

Councilwoman Vick inquired whether the Saint-Nazaire shipyard and marine terminal were located in the close proximity as the Shipyard and marine terminal in Newport News. Delegate Yancey replied yes.

Councilwoman Woodbury asked Delegate Yancey to elaborate about Saint-Nazaire’s interest in the apprentice program conducted by Newport News Shipbuilding. Delegate Yancey replied that the French government was realizing the challenges of gaining youth in the workforce. There was an interest in programs undertaken for youth in the City of Newport News, i.e. the Governor’s STEM Academy at Heritage High School, and what was being done in collaboration with the Aviation Academy and Newport News Shipbuilding to gain the interest of youth at an early age.

II. STEP Program Update

City Manager Bourey stated that the 2015 Summer Training & Enrichment Program (STEP) had been implemented. He introduced Mr. Alan Archer, Assistant City Manager, to provide the presentation.

Assistant City Manager Archer stated the goal of STEP was to provide a meaningful workforce experience to youth and young adults, between the ages of 16 to 24 years, who resided south of Mercury Boulevard. The program incorporated paid work-experience, weekly program enrichment activities, GED preparation (if needed), transportation assistance, and end-of-program transitioning assistance for out-of-school youth. He noted partner agencies included in the STEP were Alternatives, Inc.; Hampton-Newport News Community Services Board; and the Peninsula Council for Workforce Development.

Assistant City Manager Archer reported there were 343 enrolled participants in the 2015 STEP. The length of the program was 10 weeks for out-of-school youth and eight weeks for in-school youth. The cost of the program for FY 2015 was approximately \$950,000, and the funding source was from the FY2015 Youth and Gang Violence Initiative Funding.

Assistant City Manager Archer noted the 2015 STEP Selection Process:

- Applications were collected at 11 community-based sites in the Southeast Community
- Applications were reviewed and organized around different program cohorts: out-of-school applicants, in-school applicants, and inner-agency referrals
- Applicants were contacted and invited to attend one of three mandatory Payroll Orientation Sessions
- A total of 431 applications were received and evaluated for program enrollment

Assistant City Manager Archer stated that one Payroll Orientation Session was held at Doris Miller Community Center and two were held at the Downing Gross Cultural Arts Center. He stated each STEP participant was able to open a bank account in one of three participating financial institutions for direct deposit of their bi-weekly stipend (PNC; Bayport Credit Union; and Newport News Municipal Credit Union). A total of 343 payroll registration packages were processed.

Assistant City Manager Archer advised that a three-day Program Orientation was held at Booker T. Washington Middle School, Wednesday – Friday, June 17 – 19, 2015. The goal of the orientation was to provide participants with a comprehensive introduction and review of the STEP program, and offer expectations and responsibilities. Orientation occurred in small

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groups with interactive work sessions led by each group's assigned job coach. All participants received pay for their attendance, a STEP t-shirt, a printed copy of the Participant Handbook and a two-week supply of bus passes (if needed).

Assistant City Manager Archer advised that every effort was made to match the interests/needs of participants with the best-fit and available job-sites. There were 200 private sector worksite placements, 146 city and school placements, and 97 non-profit, higher education and faith-based placements. A total of 343 worksites were available. Assistant City Manager Archer noted the top three worksites for STEP participants:

- Private sector
 - McDonald's (multiple locations)
 - Davis Boat Works
 - Daily Press
- City
 - Parks, Recreation and Tourism
 - Public Works
 - Engineering
- School Division
 - Denbigh High School
 - Hines Middle School
 - Heritage High School
- Faith-based, Non-profit and Higher Education
 - Christopher Newport University
 - Boys and Girls Club
 - Habitat for Humanity
 - First Baptist Church Denbigh

Assistant City Manager Archer felt STEP was a challenging task for all the organizations. He stated partner agencies were working hard to make it a good experience for all. An outcome based model had been developed and the results would be shared with all the stakeholders. Future updates to City Council would include outcomes.

Councilwoman Woodbury inquired whether statistics were available noting the number of 2014 STEP participants that were able to gain full-time employment. Mr. Archer replied yes; statistics noting who was retained were available through a post survey done by Newport News Schools and worksite source data. He felt statistics would be improved moving forward. Councilwoman Woodbury advised of the importance of keeping statistics.

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Councilwoman Woodbury stated, in interacting with a number of gang members in the community, it was noted that they were interested in taking a welding course. She spoke to Mr. John Dever, President, Thomas Nelson Community College (TNCC), about their welding program. She understood that everyone who graduated from TNCC's welding program received a job. She inquired whether any consideration had been given to assist young adults with tuition funding that would help lead to permanent employment. Mr. Archer replied yes; and indicated there were several 2014 STEP participants who were in such a situation. The out-of-school learning experience was extended to October 2014. In conjunction with TNCC and other sources, there were a handful of individuals who gained certifications in a number of occupations.

Councilwoman Vick stated Youth and Gang Violence funding would not have to be used as there was program funding for training through the Peninsula Council for Workforce Development. Assistant City Manager Archer agreed, and stated that was the benefit of having a relationship with the Peninsula Council for Workforce Development.

Councilwoman Woodbury questioned how the youth would obtain information about the funding offered through the Peninsula Council for Workforce Development. She felt there was a disconnection in how the program was marketed to youth. She inquired whether she could refer individuals interested in the welding program to Assistant City Manager Archer. Assistant City Manager Archer replied that he would assist the individuals.

Councilwoman Vick stated, as Chair of the Peninsula Council for Workforce Development, she would contact Delegate Matthew James, President and CEO, Peninsula Council for Workforce Development, and voice the concerns raised by Councilwoman Woodbury about how to best market the welding program. She agreed that the program could be better marketed through the Schools and other avenues.

Councilwoman Scott suggested that the program be marketed through the City's community centers on bulletin boards and/or by flyers.

Councilwoman Vick commended staff on the efforts made to advertise the 2015 Summer Training and Enrichment Program at locations throughout the community that were accessible to youth. Assistant City Manager Archer replied that many community-based organizations were happy to be host sites, such as the Moton Theater.

III. Comments/Ideas/Suggestions

Councilwoman Woodbury felt it was important to reach out to those who wanted job training. She felt the City needed to assist youth who wanted to work, but did not have the necessary training to obtain employment.

Councilwoman Woodbury suggested that the meetings of City Council be held throughout the City, to allow more citizens an opportunity to attend.

Councilwoman Scott stated that she had received concerns about there being no southbound left turn lane at Nettles Drive and City Center Boulevard. City Manager Bourey replied that the matter had been rectified by the implementation of a dedicated left turn lane.

Councilwoman Scott stated that Gwynn Circle was slated to have drainage ditches installed. She stated citizens in the area had voiced concern about being able to enter and exit their neighborhood during the Denbigh Day festivities. She inquired about the date construction was slated to begin. She understood that the street would be closed for an indefinite period of time. Assistant City Manager Rohlf stated she would look into the matter and report back to City Council.

Councilwoman Scott stated that the new Wayfinding sign installed on Denbigh Boulevard, noting "Patrick Henry District," was incorrect. She stated another sign noted the Denbigh District. She stated that staff should report to City Council before moving forward and installing Wayfinding signage. City Manager Bourey stated that the Wayfinding districts were reported to City Council approximately 12 years ago. The project implementation had been put on hold due to funding constraints. Funding had now become available. Staff was revisiting the Wayfinding signage for districts as well as landmarks, as several new buildings had been constructed over the past 12 years, such as the Denbigh Community Center.

Councilwoman Woodbury questioned what would happen to the signs that were already installed. City Manager Bourey replied that the sign posts would remain; however, the face of the signs would change.

Councilwoman Scott suggested that voting district signage, noting the South, Central and North Districts, become a part of the Wayfinding signage program. She believed that would inform citizens about which district they resided in. City Manager Bourey felt that was a bigger issue than what staff could handle through Wayfinding signage, due to the way the

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district boundaries were drawn. He understood what Councilwoman Scott meant, but felt it could not be done with signage.

Councilwoman Scott felt the signage could be installed along the City's main corridors.

Councilman Vick suggested that the matter be referred to the Voter Registrar. She believed they could include such information on Voter Registration identification cards. Councilwoman Scott advised that the information was already included on Voter Registration identification cards; however, residents did not notice.

Councilwoman Cherry announced that a new supermarket opened in the Southeast Community on Wickham Avenue. She recalled that the name of the supermarket was "Day and Night."

Councilwoman Cherry stated that the Virginia Arts Festival was a great event; however, she noticed that the City of Newport News was not listed as a supporter. She felt that the City needed a representative on the Virginia Arts Board. City Manager Bourey agreed, and indicated he would look into the matter.

Councilwoman Cherry inquired whether it was feasible for Newport News Television to attend certain community events to air on Newport News TV, i.e. the Juneteenth Festival, the Music Festival, etc. She recalled such events had been covered in the past. City Manager Bourey stated there were many events happening throughout the City. He would have staff look into the feasibility of covering additional events, if necessary.

Councilwoman Cherry believed it was important that Newport News TV cover and highlight positive programs and events in the Southeast Community due to the negative perception of the area. She believed that showing positive events would help change the negative perception. City Manager Bourey stated that Newport News TV usually covered City sponsored events. He would look into whether they could do more.

Councilwoman Cherry stated that Mr. Kofi Boateng, Director, and Mr. Steve Carpenter, Enterprise Manager, Department of Public Utilities (Waterworks), attended one of two of her Town Hall meetings. Both Mr. Boateng and Mr. Carpenter did an excellent job explaining upcoming changes. She felt it would be beneficial to have Newport News TV do a

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segment to highlight and explain the charges associated with water and sanitation billing. She commended Mr. Boateng and Mr. Carpenter for providing clarity about the charges and fees associated with water bills. The citizens who attended her meetings had a better understanding and appreciation for what Waterworks offered and the increases that were forthcoming in July 2015. She felt it would be beneficial for Newport News TV to air spots about recycling, trash, etc. City Manager Bourey stated he would have staff look into the matter.

Councilwoman Cherry inquired whether there was representation from the non-profit sector on the Youth and Gang Violence Steering Committee. She attended the Peninsula Nonprofits United meeting on June 23, 2015, where conversation ensued about how the City could help them and how they could help the City. Mr. Archer replied that he could not think of any representation from a non-profit organization, other than the Community Services Board. Councilwoman Cherry felt it would be beneficial to have someone from the non-profit sector serve on the Youth and Gang Violence Steering Committee. There were several non-profit organizations at the Peninsula Nonprofits United meeting, and the services they provided would be a great resource for the City.

Councilman Bateman suggested that the City consider a Tax Abatement Program designed to encourage citizens to invest in improvement and modernization of their homes, as the City's housing stock was aging rapidly. He recommended that the City look into a sustainability program that would assist homeowners with property rehabilitation. He felt staff needed to look at what other Cities were doing (a copy of his remarks are attached and made a part of these minutes).

Councilwoman Vick pointed out that the City already had a Tax Abatement Program that was administered by the Newport News Redevelopment and Housing Authority. She felt the marketing of the program could be improved.

Councilman Bateman agreed with Councilwoman Vick, but indicated that citizens were not taking advantage of the program. He felt that the City needed to research what was done in other localities, as the Tax Abatement Program may need to be revamped. The program needed to be revisited to ensure that it was something that the citizens would be interested in.

City Manager Bourey reminded about the Home Repair Blitz that was scheduled for Saturday, June 27, 2015, from 8:00 a.m. to 4:00 p.m., in proximity to the Marshall Early Learning Center. He stated the Home Repair Blitz was in partnership with Habitat for

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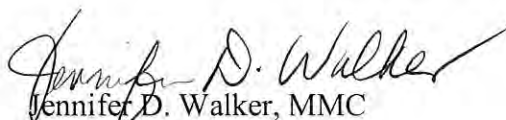
Humanity. There were more than 12 sponsoring organizations, including the United Way, and more than 100 volunteers were expected. The program would assist low income, elderly and disabled homeowners who may not be able to make improvements to their homes. He invited all to attend the event.

City Manager Bourey announced that a dedication ceremony for the new Fort Eustis Boulevard Bridge would be held on Thursday, June 25, 2015. He asked the members of City Council to meet at 8:30 a.m., at Newport News Park, 700 Old Stable Road. A convoy of vehicles would travel across the new Fort Eustis Boulevard Bridge.

Vice Mayor Coleman reminded about the information provided by Mayor Price, at the June 12, 2015 Work Session of City Council, regarding a request for financial assistance (\$5,800) from the Richneck Elementary School Archery Team to assist them with attending the World Archery Championship, in Nashville, Tennessee, on July 23 – 25, 2015. He asked if the members of City Council were in support of the request (a copy of e-mail from Mr. Jim Riley, Physical Education Teacher, Richneck Elementary School, explaining the program, is attached and made a part of these minutes).

There was consensus among City Council to appropriate \$5,800 from FY 2015 City Council Contingency funding to assist the Richneck Elementary School Archery Team with attendance at the World Archery Championship, in Nashville, Tennessee, on July 23 – 25, 2015.

THERE BEING NO FURTHER BUSINESS
ON MOTION, COUNCIL ADJOURNED AT 5:44 P.M.


Jennifer D. Walker, MMC
Chief Deputy City Clerk

Robert S. Coleman
Vice Mayor
Presiding Officer

A true copy, teste:

City Clerk

F. Consent Agenda

2. Minutes of the Special Meeting of June 23, 2015

ACTION: • N/A

BACKGROUND: • N/A

FISCAL
IMPACT: • N/A

Supporting Material

Minutes of Special Meeting of June 23, 2015

MINUTES OF SPECIAL MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE 10TH FLOOR CONFERENCE ROOM
2400 WASHINGTON AVENUE
JUNE 23, 2015
5:45 P.M.

PRESENT: Sharon P. Scott; Tina L. Vick; Dr. Patricia P. Woodbury; Herbert H. Bateman, Jr.; Sandra N. Cherry, D. Min.; and Robert S. Coleman-----6

ABSENT: McKinley L. Price, DDS-----1

OTHERS PRESENT: James M. Bourey; Collins L. Owens, Jr.; Mabel Washington Jenkins; Darlene Bradberry; Cynthia Rohlf; Alan K. Archer; Florence Kingston; and Jennifer Walker.

After ascertaining that proper meeting notice had been provided to each member of City Council, Mayor Price called the meeting to order and stated the meeting was being held for the following purpose:

- (1) To call a closed meeting pursuant to Section 2.2-3711(A) of the Code of Virginia, 1950, as amended, Subsection: (5) a discussion of a prospective business or industry where no previous announcement has been made of the business' or industry's interest in locating a facility in the community, the subject of which is a prospective new business in the southern, central and northern sections of the City.

Councilwoman Vick moved for a closed meeting under the section and reason cited above; seconded by Councilwoman Scott.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

(Closed Session 5:45 p.m. – 6:00 p.m.)

After reconvening in open session, Councilwoman Vick moved to certify that to the best of each member's knowledge (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act, and (2) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the closed meeting by the Council. Motion seconded by Councilwoman Scott.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

THERE BEING NO FURTHER BUSINESS,
ON MOTION, COUNCIL ADJOURNED AT 6:00 P.M.

DRAFT

Page 2
Minutes of Special Meeting
June 23, 2015

Mabel Washington Jenkins

Mabel Washington Jenkins, MMC
City Clerk

Robert S. Coleman
Vice Mayor
Presiding Officer

A true copy, teste:

City Clerk

DRAFT

CERTIFICATE OF CLOSED MEETING

MEETING DATE: June 23, 2015
MOTION: Councilwoman Tina L. Vick
SECOND: Councilwoman Sharon P. Scott

WHEREAS, the City Council of the City of Newport News has convened a closed meeting on this date pursuant to an affirmative recorded vote as required under the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712.D of the Code of Virginia, 1950, as amended, requires a certification by this City Council that such closed meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newport News does hereby certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the City Council.

VOTE

AYES: Scott, Vick, Woodbury, Bateman, Cherry, Coleman
NAYS: None
ABSTENTION: None

ABSENT DURING VOTE: Price

ABSENT DURING MEETING: Price

ATTEST:



Mabel Washington Jenkins, MMC
City Clerk

F. Consent Agenda

3. Minutes of the Regular Meeting of June 23, 2015

ACTION: • N/A

BACKGROUND: • N/A

FISCAL
IMPACT: • N/A

Supporting Material

Minutes of Regular Meeting of June 23, 2015

DRAFT

MINUTES OF REGULAR MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE CITY COUNCIL CHAMBERS
2400 WASHINGTON AVENUE
JUNE 23, 2015
7:00 P.M.

PRESENT: Sharon P. Scott; Tina L. Vick; Dr. Patricia P. Woodbury; Herbert H. Bateman, Jr.; Saundra N. Cherry, D. Min.; and Robert S. Coleman-----6

ABSENT: McKinley L. Price, DDS-----1

A. Call to Order

Vice Mayor Coleman welcomed Ms. Kim Grimes and the students from the Youth Experiencing Success Leadership Academy. The students stood to be recognized.

Vice Mayor Coleman stated the City Code identified the procedure for citizen participation regarding items on the Council agenda, as well as the opportunity for citizens to address City Council on matters germane to the business of the Council. He explained matters that were germane to the business of Council meant matters that the City Council, by law, were empowered to act upon. This did not include announcements that were personal to an individual, business, or organization. He pointed out that copies of the ordinance highlighting citizen participation, and encouraged citizens to review the document.

Vice Mayor Coleman requested that cell phones and/or pagers be silenced or turned off.

B. Invocation

The invocation was rendered by Dr. Vernon J. Hurte, Senior Pastor, New Light Baptist Church.

C. Pledge of Allegiance to the Flag of the United States of America

The Pledge of Allegiance to the Flag of the United States of America was led by Councilwoman Sharon P. Scott.

MOTION MADE BY COUNCILWOMAN SCOTT; SECONDED BY COUNCILWOMAN CHERRY; AND CARRIED UNANIMOUSLY, TO EXCUSE MAYOR PRICE FROM THIS MEETING.

D. Presentations

None

E. Public Hearings

1. Ordinance Authorizing the City Manager to Execute Lease Amendment No. 3 between the City of Newport News, Virginia and the James River Fishing Pier, Inc.

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN AMENDMENT NO. 3 DATED THE 23RD DAY OF JUNE, 2015, TO THAT DEED OF LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND JAMES RIVER FISHING PIER, INC., DATED THE 1ST DAY OF MAY, 1996. This ordinance authorized the City Manager to execute Lease Amendment No. 3 between the City and James River Fishing Pier, Inc. James River Fishing Pier Inc. ("JRFP") leased a portion of the old James River Bridge. The lease was set to expire on December 31, 2015. It was determined that \$140,000.00 of the costs associated with the demolition and reconstruction of the James River Fishing Pier should be shared by the JRFP. JRFP agreed to repay the \$140,000.00 via a loan from the Economic Development Authority (EDA), to be paid over a six-year period. The Lease Amendment provided for repayment of the loan and authorized a five-year renewal. The City Manager recommended approval.

(No registered speakers)

Councilwoman Scott moved closure of the public hearing; seconded by Councilwoman Vick.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

Councilwoman Cherry moved adoption of the above ordinance; seconded by Councilwoman Scott.

Councilman Bateman filed a declaration in accord with Section 2.2-3115H of the Virginia Code. He declared, pursuant to Subdivision A.3 of §2.2-3112 of the Virginia Conflict of Interest Act, for the City Council Agenda of June 23, 2015, (i) the City Manager recommended to the Newport News City Council amendment of the lease for the James River Fishing Pier to add a five (5) year renewal, ("the transaction"); (ii) that the tenant was James River Fishing Pier, Inc.; (iii) that he was an employee of TowneBank, and James River Fishing Pier, Inc. was a client of the bank; however, he did not personally represent or provide services to the tenant; (iv) that he had no personal interest affected by the transaction; and (v) that he was able to participate in the transaction fairly, objectively, and in the public interest (a signed written declaration was filed with the City Clerk prior to the City Council meeting at which the transaction was considered – June 23, 2015; and is attached and made a part of these minutes).

E. Public Hearings

1. Ordinance Authorizing the City Manager to Execute Lease Amendment No. 3 between the City of Newport News, Virginia and the James River Fishing Pier, Inc. Continued

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

2. Resolution Authorizing Plan Amendment No. PLN-15-13, City of Newport News to the Framework for the Future 2030 Comprehensive Plan Land Use Map Designation from Neighborhood Commercial to Industrial for Property Located at 17439 Warwick Boulevard

A RESOLUTION APPROVING PLN-15-13 AN AMENDMENT TO THE COMPREHENSIVE PLAN, FRAMEWORK FOR THE FUTURE 2030, FOR THE CITY OF NEWPORT NEWS. This resolution authorized Plan Amendment PLN-15-13, to the Framework for the Future 2030 Comprehensive Plan Land Use Map Designation from Neighborhood Commercial to Industrial for property located at 17439 Warwick Boulevard. The area under consideration contained approximately 0.6 acres and was identified as Neighborhood Commercial on the Framework for the Future 2030 Comprehensive Plan Land Use Map. The Plan Amendment recommended industrial land uses to be consistent with the existing use and retain a long-established industrial use. On June 3, 2015, the City Planning Commission voted unanimously 9:0 to recommend approval of the Plan Amendment to City Council. The City Manager recommended approval.

Mr. Stephen R. Romine, Attorney for the Applicant, 999 Waterside Drive, Norfolk, requested that City Council approve the resolution, authorizing a Plan Amendment to the Comprehensive Plan, Framework for the Future 2030, for the City of Newport News. He advised, after consultation with Planning staff, it was determined that a rezoning was best in order to incorporate the intended use. The property was currently zoned C1 Commercial, but the applicant requested an M1 Light Industrial zoning in order to add an unmanned automobile supply station, or a fleet card facility. The fuel distribution facility with above ground tanks, add additional tanks for commercial fleet fueling. It would not be open to the public, but only for commercial accounts. This would provide an opportunity to improve the street frontage on this portion of Warwick Boulevard and would include improving the pavements, adding landscaping, and modifying the existing building to match the train station across the street. The existing street sign would be removed, self-service gasoline diesel fuel sales would be provided, which would enhance tax revenue for the City. Mr. Romine stated this action would be a catalyst for other redevelopment in the area.

Councilman Bateman inquired whether the facility was dedicated to refueling commercial vehicles owned by one company, or whether it was marketed to other

E. Public Hearings Continued

2. Resolution Authorizing Plan Amendment No. PLN-15-13, City of Newport News to the Framework for the Future 2030 Comprehensive Plan Land Use Map Designation from Neighborhood Commercial to Industrial for Property Located at 17439 Warwick Boulevard Continued

companies in the City. Mr. Romine responded this facility would serve commercial fleets, such as Frito Lay. The facility would be open to any company with a fleet of vehicles, but not open to the general public. Mr. Romine stated that Domestic Fuels and Lube had been in the area for 20-30 years. The actual facility had been in existence for 50-60 years.

Councilwoman Vick asked that Mr. Romine show the rendering for the benefit of the citizens. Councilwoman Vick agreed that this was a good site and stated that Domestic Fuels and Lube would enhance the area, particularly with the modification to a historic look to match the train station.

Mr. Oscar "Buddy" Ivey, General Manager of Domestic Fuels and Lube, 405 N. First Street, Hampton, explained that the yellow on the facility would match the train station. He further described that the facility was open for use by businesses with proprietary fleet charge cards, and was not open to the public. The facility marketed a 10-mile radius for contractors and small fleets.

Councilwoman Scott inquired whether the refueling occurred during day-time hours or at night. Mr. Ivey replied, the refueling would be done at night. It was easier to refuel the tank farm at night because regular commercial customers would use the tanks during the day. Councilwoman Scotty stated that area could get congested during quitting time. Mr. Ivey stated that Domestic Fuels purchased the site from former facility, McGowen Fuel Oil.

Councilwoman Vick inquired whether Domestic Fuels would serve commercial companies nationwide. Mr. Ivey responded that approximately 80-90% were local customers. Frito Lay, a firm known nationwide, would use Domestic Fuel only in the Hampton Roads region, as they did not market outside of Virginia.

Councilman Bateman moved closure of the public hearing; seconded by Councilwoman Vick.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

Councilman Bateman moved adoption of the above resolution; seconded by Councilwoman Scott.

E. Public Hearings Continued

2. Resolution Authorizing Plan Amendment No. PLN-15-13, City of Newport News to the Framework for the Future 2030 Comprehensive Plan Land Use Map Designation from Neighborhood Commercial to Industrial for Property Located at 17439 Warwick Boulevard Continued

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

3. Ordinance Authorizing Change of Zoning No. Z-15-367, to Domestic Virginia Partnership for Property Located at 17439 Warwick Boulevard and Zoned C1 Retail Commercial to M1 Light Industrial to Allow for Construction of an Automobile Gasoline Supply Station - Unmanned

AN ORDINANCE TO AMEND AND REORDAIN ORDINANCE NO. 5028-97 BY AMENDING THAT CERTAIN MAP ENTITLED, "ZONING DISTRICT MAP" (CONSISTING OF REAL ESTATE TAX ASSESSMENT MAPS 001 THROUGH 322 AND KEPT ON FILE IN THE OFFICES OF THE DEPARTMENTS OF CODES COMPLIANCE AND PLANNING) DATED THE 10TH DAY OF JUNE, 1997, WHICH SAID MAP IS MADE A PART OF THE SAID ORDINANCE NO. 5028-97. This ordinance amended Ordinance No. 5028-97 by amending the Zoning District Map for Change of Zoning Application No. Z-15-367, by Domestic Virginia Partnership, for property located at 17439 Warwick Boulevard, zoned C1 Retail Commercial to M1 Light Industrial, to allow for the construction of an automobile gasoline supply station – unmanned. The proposed change of zoning was compatible with the Framework for the Future 2030 Comprehensive Plan Land Use Map Amendment PLN-15-13. The proposed zoning would enable the continued operation and growth of an established business in the Lee Hall area. On June 3, 2015, the City Planning Commission voted unanimously 9:0 to recommend approval of the request to City Council. The City Manager recommended approval.

Mr. Stephen R. Romine, Attorney for the Applicant, 999 Waterside Drive, Norfolk, stated that he worked with Planning staff originally on the Conditional Use Permit, but it was determined it would be better to rezone the property because it was a legally non-conforming use. Mr. Romine stated the facility would add a tremendous improvement to the corner, making nice enhancements to the site. He was not aware of any objections.

Mr. Oscar Ivey, General Manager of Domestic Fuels and Lube, 405 N. First Street, Hampton, was available to answer questions.

Councilman Bateman moved closure of the public hearing; seconded by Councilwoman Scott.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

E. Public Hearings Continued

3. Ordinance Authorizing Change of Zoning No. Z-15-367, to Domestic Virginia Partnership for Property Located at 17439 Warwick Boulevard and Zoned C1 Retail Commercial to M1 Light Industrial to Allow for Construction of an Automobile Gasoline Supply Station – Unmanned Continued

Councilwoman Vick moved adoption of the above ordinance; seconded by Councilwoman Scott.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

4. Ordinance Authorizing Conditional Use Permit No. CU-15-347, to Domestic Virginia Partnership, to Allow the Operation of an Automobile Gasoline Supply Station – Unmanned, on Property Located at 17439 Warwick Boulevard and Zoned M1 Industrial

AN ORDINANCE GRANTING CONDITIONAL USE PERMIT NUMBER CU-15-347 FOR THE HEREINAFTER DESCRIBED PROPERTY FOR THE PURPOSE OF AN AUTOMOBILE GASOLINE SUPPLY STATION-UNMANNED IN AN M1 LIGHT INDUSTRIAL DISTRICT. This ordinance granted Conditional Use Permit No. CU-15-347 to Domestic Virginia Partnership, to allow for the operation of an Automobile Gasoline Supply Station – Unmanned, on property located at 17439 Warwick Boulevard and zoned M1 Light Industrial. The proposed automobile gasoline supply station – unmanned, would be an additional line of business at the existing heating oil and diesel distribution facility. The request was compatible with surrounding uses and was consistent with the Framework for the Future 2030 Comprehensive Plan Land Use Map Amendment, PLN-15-13, and Change of Zoning Z-15-367. On June 3, 2015, the City Planning Commission voted unanimously 9:0 to recommend approval of the request, with conditions. The City Manager recommended approval.

Mr. Stephen R. Romine, Attorney for the Applicant, 999 Waterside Drive, Norfolk, requested approval of Conditional Use Permit, No. CU-15-347, to allow the operation of an unmanned automobile gasoline supply station at 17349 Warwick Boulevard. He stated the Conditional Use Permit was required under the M1 zoning for this use. The Planning Commission recommended approval of the Conditional Use Permit with 16 conditions. Conditions 8 and 9 were added at the recommendation of the Planning Commission, but were not the recommendation of staff. Conditions 8 and 9 required the posting of a \$30,000 bond to remove tanks if the applicant ever ceased to use the property. There was discussion and some confusion about the business and the method of operation. He stated there was a standard provision in Newport News for retail gas stations when, at the end of their leases, for the tenant to remove underground store tanks. Mr. Romine indicated that Domestic Fuels did not have underground storage tanks, but were all above ground. This facility had been on site 50-60 years,

E. Public Hearings Continued

4. Ordinance Authorizing Conditional Use Permit No. CU-15-347, to Domestic Virginia Partnership, to Allow the Operation of an Automobile Gasoline Supply Station – Unmanned, on Property Located at 17439 Warwick Boulevard and Zoned M1 Industrial Continued

and was highly marketable and could be sold without problem, and the stainless steel above ground tanks could be sold within in minutes. There should be no concern about restoration of the property since everything was above ground. The applicant disagreed with the addition of conditions 8 and 9. Mr. Romine, nor the applicant, felt that conditions 8 or 9 were appropriate conditions for the request before City Council. Mr. Romine asked that City Council consider eliminating conditions 8 and 9. Mr. Ivey stood by to answer any operational questions. Mr. Romine stated that his client was not unwilling, but felt that conditions 8 and 9 were unnecessary, and would like to avoid the cost.

Councilwoman Scott suggested that Ms. Sheila McAllister, Director, Department of Planning, provide an explanation of why the posting of the bond was not necessary.

Ms. McAllister advised that this was an industrial use, on an industrial site, and had been in continuous use for more than 50 years, unlike a gas station where there were underground tanks. The condition to which Mr. Romine referred, was to repair a gas station site because many of the stations in Newport News were being abandoned with the canopy. This condition was a method to improve the corridor. The Planning staff did not see the industrial use the same as the retail commercial use. Councilwoman Scott inquired whether conditions 8 and 9 could be removed, and the facility would remain in compliance. Ms. McAllister responded yes.

Councilwoman Woodbury questioned who added conditions 8 and 9. Ms. McAllister responded that the Planning Commission recommended the addition of conditions 8 and 9. Councilwoman Woodbury inquired whether the conditions were input at the recommendation of Planning staff. Ms. McAllister responded no, the Planning Commission input the conditions without the recommendation of staff.

City Attorney Owens added, the old gas stations, in addition to the canopies, were the underground tanks that were often leaking, which was why the older sites could not be sold due to environmental issues. Councilwoman Scott reminded that the tanks at Domestic Fuels were above ground and were not applicable. City Attorney Owens stated it was not applicable assuming an underground tank was not installed. Ms. McAllister replied that the applicant would not install an underground tank.

Councilwoman Cherry inquired about the elimination of which conditions. Ms. McAllister responded, conditions 8 and 9 could be eliminated.

E. Public Hearings Continued

4. Ordinance Authorizing Conditional Use Permit No. CU-15-347, to Domestic Virginia Partnership, to Allow the Operation of an Automobile Gasoline Supply Station – Unmanned, on Property Located at 17439 Warwick Boulevard and Zoned M1 Industrial Continued

Councilman Bateman inquired about the last time there was a property transfer of the site. Mr. Romine responded 1982. Councilman Bateman inquired whether environmental studies were done. Mr. Romine asked Mr. Ivey to explain the inspection process.

Mr. Ivey stated that inspections were performed three ways: (1) Daily inspections by the Plant Manager; (2) Monthly by the Safety Engineer; and (3) Every three years by Heppico, the Registering Company which certified the tanks. Mr. Ivey stated that inspections were conducted on a continuous basis. He stated there were no canopies on his sites.

Councilman Bateman stated that anyone interested in acquiring the property would request an inspection. It was a method for insuring the property.

Councilwoman Scott moved closure of the public hearing; seconded by Councilman Bateman.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

Councilwoman Scott moved adoption of the above ordinance, eliminating Conditions 8 and 9; seconded by Councilwoman Vick.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

5. Ordinance Authorizing Zoning Text Amendment No. ZT-15-368, to the City of Newport News, Amending City Code, Chapter 45, Zoning Ordinance; Article XXXII., Board of Zoning Appeals; Sections 45-3201; 45-3202; and 45-3203

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 45, ZONING ORDINANCE, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE XXXII., BOARD OF ZONING APPEALS, SECTION 45-3201, POWERS AND DUTIES; SECTION 45-3202, PROCEDURE FOR APPEAL OF ALLEGED ADMINISTRATIVE ERRORS; AND SECTION 45-3203, PROCEDURE FOR REVIEW AND APPROVAL OF VARIANCES. This ordinance authorized Zoning Test Amendment No. ZT-15-368 to the City of Newport News, amending the City Code, Chapter 45, Zoning Ordinance; Article XXXII., Board of Zoning Appeals; Section 45-3201, Powers and Duties; Section 45-3202,

E. Public Hearings Continued

5. Ordinance Authorizing Zoning Text Amendment No. ZT-15-368, to the City of Newport News, Amending City Code, Chapter 45, Zoning Ordinance; Article XXXII., Board of Zoning Appeals; Sections 45-3201; 45-3202; and 45-3203 Continued

Procedure for Appeal of Alleged Administrative Errors; and Section 45-3203, Procedure for Review and Approval of Variances. The request was necessary to comply with new State law passed by the 2015 Virginia General Assembly. The amendment clarified the standards by which the Board of Zoning Appeals granted an application for a variance, and included various changes to the powers, duties and procedures of the board. On June 3, 2015, the City Planning Commission voted unanimously 9:0 to recommend approval of this request. The City Manager recommended approval.

(No registered speakers)

Councilwoman Scott moved closure of the public hearing; seconded by Councilman Bateman.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

Councilwoman Scott moved adoption of the above ordinance; seconded by Councilwoman Vick.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

F. Consent Agenda

Councilman Bateman moved adoption of the Consent Agenda, Item 1, as shown below; seconded by Councilwoman Vick.

1. Minutes of the Special Meeting of June 9, 2015

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

Councilman Bateman moved adoption of the Consent Agenda, Items 2 and 3, as shown below; seconded by Councilwoman Vick.

F. Consent Agenda Continued

2. Minutes of the Work Session of June 9, 2015

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

Abstention: Scott (Was not present at the Work Session of June 9, 2015)

3. Minutes of the Regular Meeting of June 9, 2015

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

Abstention: Scott (Was not present at the Regular Meeting of June 9, 2015)

G. Other City Council Actions

- (1) Ordinance Amending City Code, Chapter 2, Administration; Article XX., Office of Purchasing, Division 1., Generally; Sections 2-552.1; 2-553; 2-553.3; and Adding New Section 2-553.5; Amending Sections 2-554; 2-554.1; 2-555.1; and Division 3., Competitive Negotiation; Section 2-570.1

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 2, ADMINISTRATION, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE XX., OFFICE OF PURCHASING., DIVISION 1., GENERALLY, SECTION 2-552.1, APPOINTMENT, GENERAL POWERS AND DUTIES OF THE PURCHASING AGENT; SECTION 2-553, DEFINITIONS; SECTION 2-553.3, METHODS OF PROCUREMENT; ADDING A NEW SECTION, NAMELY, SECTION 2-553.5, JOB ORDER CONTRACTING ; LIMITATIONS; SECTION 2-554, GENERAL PROCEDURE; SECTION 2-554.1, OPEN MARKET PROCEDURE FOR PURCHASES OF ONE HUNDRED THOUSAND DOLLARS, OR LESS; SECTION 2-555.1, MODIFICATION OF CONTRACT; AND DIVISION 3., COMPETITIVE NEGOTIATION, SECTION 2-570.1, CONTRACTING FOR PROFESSIONAL SERVICES. This ordinance amended the City Code; Chapter 2, Administration; Article XX., Office of Purchasing; Division 1., Generally; Section 2-551.1, Appointment, General Powers and Duties of the Purchasing Agent; Section 2-553, Definitions; Section 2-553.3, Methods of Procurement; Adding New Section 2-553.5, Job Order Contracting; Limitations; Section 2-554, General Procedure; Section 2-554.1, Open Market Procedure for Purchases of One Hundred Thousand Dollars, or less; Section 2-555.1, Modification of Contract and Division 2., Competitive Negotiation, Section 2-570.1, Contracting for Professional Services. The 2015 General Assembly approved revisions to the Virginia Public Procurement Act (VPPA),

G. Other City Council Actions Continued

- (1) Ordinance Amending City Code, Chapter 2, Administration; Article XX., Office of Purchasing, Division 1., Generally; Sections 2-552.1; 2-553; 2-553.3; and Adding New Section 2-553.5; Amending Sections 2-554; 2-554.1; 2-555.1; and Division 3., Competitive Negotiation; Section 2-570.1 Continued

which would become effective July 1, 2015. The VPPA revisions included both mandatory and non-mandatory requirements. The requested amendments reflected all changes to align the City Code with the VPPA. In addition, other changes that would clarify the authority to approve contract modifications, and a revision to language regarding contract extensions were recommended. The City Manager recommended approval.

(No registered speakers)

Councilwoman Woodbury moved adoption of the above ordinance; seconded by Councilwoman Scott.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

- (2) Ordinance Amending City Code, Chapter 2, Administration; Article IV., Employee Benefits, by Repealing Section 2-121, Use of Paid Medical Leave

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 2, ADMINISTRATION, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE IV, EMPLOYEE BENEFITS, BY REPEALING SECTION 2-121, USE OF PAID MEDICAL LEAVE. This ordinance amended the City Code, Chapter 2, Administration; Article IV., Employee Benefits, by repealing Section 2-121, Use of Paid Medical Leave (PML). The City required employees who had a medical situation to take paid personal leave (PPL) for the first eight (8) hours. If the medical situation continued and additional leave was required, the employee was then authorized to use PML. After reviewing the issues this requirement generated, and getting feedback from Human Resources, it was recommended that the City Code be amended to repeal it. The City Manager recommended approval.

(No registered speakers)

Councilman Bateman moved adoption of the above ordinance; seconded by Councilwoman Scott.

Councilwoman Scott commended the City Manager for the review of this ordinance and suggesting the change so that those not abusing sick leave would not be penalized.

G. Other City Council Actions Continued

- (2) Ordinance Amending City Code, Chapter 2, Administration; Article IV., Employee Benefits, by Repealing Section 2-121, Use of Paid Medical Leave Continued

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

- (3) Ordinance Delegating Authority to the City Manager to Execute an Amendment to the Financing Agreement between the City of Newport News and the Virginia Resources Authority (VRA), as Administrator of the Virginia Water Facilities Revolving Fund and Authorizing the Execution and Delivery of the Amendments

AN ORDINANCE DELEGATING AUTHORITY TO THE CITY MANAGER TO EXECUTE AND DELIVER AN AMENDMENT TO THE FINANCING AGREEMENT, DATED AS OF DECEMBER 1, 2009, BY AND BETWEEN THE CITY AND THE VIRGINIA RESOURCES AUTHORITY, AS ADMINISTRATOR OF THE VIRGINIA WATER FACILITIES REVOLVING FUND, AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN AMENDMENTS TO THE BONDS ISSUED UNDER SUCH FINANCING AGREEMENT TO REDUCE THE SEMIANNUAL DEBT SERVICE PAYMENTS DUE AND PAYABLE UNDER SUCH FINANCING AGREEMENT AND SUCH BONDS AND TO REDUCE THE RATE OF INTEREST PER ANNUM PAYABLE ON SUCH BONDS. This ordinance delegated authority to the City Manager to execute an amendment to the Financing Agreement between the City and the Virginia Resources Authority (VRA), as Administrator of the Virginia Water Facilities Revolving Fund, and authorizing the execution and delivery of the amendments to the bonds issued under such Financing Agreement to reduce the semi-annual debt service payments due and payable, and to reduce the rate of interest per annum payable on such bonds. Between 1993 and 2009, the City executed 16 Financing Agreements and borrowed from the VRA. The loans were to pay the costs of capital improvements to City wastewater facilities. In June 2015, the City was notified of interest rate reductions on the outstanding 2009 loan. The City would save \$224,000 in debt service payments on the remaining life of the loan. The City Manager recommended approval.

(No registered speakers)

Councilwoman Woodbury moved adoption of the above ordinance; seconded by Councilwoman Vick.

Councilwoman Woodbury inquired whether these were Waterworks bonds. City Attorney Owens responded these were sewer bonds through the Water Revolving Fund. City Manager Bourey indicated they were sewer bonds.

G. Other City Council Actions Continued

- (3) Ordinance Delegating Authority to the City Manager to Execute an Amendment to the Financing Agreement between the City of Newport News and the Virginia Resources Authority (VRA), as Administrator of the Virginia Water Facilities Revolving Fund and Authorizing the Execution and Delivery of the Amendments Continued

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

- (4) Resolution Approving a Moral Obligation Payment Agreement for the Benefit of the Hampton-Newport News Community Service Board (H-NNCSB)

A RESOLUTION OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, APPROVING A MORAL OBLIGATION PAYMENT AGREEMENT FOR THE BENEFIT OF THE HAMPTON-NEWPORT NEWS COMMUNITY SERVICES BOARD. This resolution approved a Moral Obligation Payment Agreement for the benefit of the Hampton-Newport News Community Services Board (H-NNCSB). As discussed during City Council's June 9, 2015 Work Session, H-NNCSB approached the City to request assistance in refinancing/restructuring its long-term debt. As stated by H-NNCSB during the Work Session, the impact of City Council's assistance with the restructuring of its debt was one of the most beneficial actions the City could do for the long-term support of the CSB. The Virginia Small Business Financing Authority would issue bonds in an amount not to exceed \$15.6 million on behalf of the CSB Property Company, which owned the H-NNCSB campus in Hampton. The CSB requested that City Council provide a moral obligation for its Series A Bond for up to \$14.5 million. Overall, the refinancing/restructure would provide significant annual savings to the CSB; over \$316,000 in the first year. The City Manager recommended approval.

(No registered speakers)

Councilwoman Woodbury moved adoption of the above resolution; seconded by Councilwoman Vick.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Cherry, Coleman

Nays: None

Abstention: Bateman (His employer, TowneBank was involved in this transaction)

G. Other City Council Actions Continued

- (5) Resolution Approving Issuance by the Industrial Development Authority of City of Newport News, Virginia (IDA) Revenue Bonds in an Amount Not to Exceed \$125,000,000 for the Benefit of Riverside Healthcare Association, Inc. and Certain Affiliated Entities

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, APPROVING THE ISSUANCE OF UP TO \$125,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF REVENUE BONDS BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA FOR THE BENEFIT OF RIVERSIDE HEALTHCARE ASSOCIATION, INC. AND CERTAIN OF ITS AFFILIATES. This resolution approved the issuance by the IDA of the City of Newport News of bonds in an amount not to exceed \$125,000,000 for the benefit of Riverside Healthcare Association, Inc. and certain affiliated entities. Riverside Healthcare Association, Inc., and certain of its affiliates (the "Borrower") had requested that City Council take action to approve the issuance of Bonds by the IDA, in an amount not to exceed \$125 million to assist them in the financing all, or a portion of, numerous projects throughout the Riverside Health Systems. These projects included construction and renovation projects in the Cities of Newport News and Williamsburg, and Gloucester County. Information provided by the Borrower adequately demonstrated that the financing of the projects would benefit the inhabitants of the Commonwealth, including the residents of the City of Newport News, Gloucester County, and James City County. The IDA recommended that City Council approve the financing and issuance of the IDA Bonds as required by statute and the Internal Revenue Code. The City Manager recommended approval.

Mr. Steve Johnson, 5104 Burning Oak Court, Glen Allen, was available to answer questions.

Mr. Keith Percil, 104 Larchwood Road, Yorktown, was available to answer questions.

Councilwoman Woodbury moved adoption of the above resolution; seconded by Councilwoman Vick.

Councilwoman Woodbury inquired about the term of payback for the bonds. Mr. Johnson responded the term for payback was 30 years.

Councilwoman Scott questioned how having a \$125,000,000 bond backed by the City would affect the City's bond rating.

City Attorney Owens responded that this bond was not backed by the City and there was no obligation by the City, nor was the IDA obligated. The City was giving jurisdictional approval only. The Bank would issue the bonds, and Riverside Healthcare would pay. City Manager Bourey indicated this would not be included when the rating agencies looked at the City's bonds. Councilwoman Scott indicated it was more like a reference letter for the

G. Other City Council Actions Continued

- (5) Resolution Approving Issuance by the Industrial Development Authority of City of Newport News, Virginia (IDA) Revenue Bonds in an Amount Not to Exceed \$125,000,000 for the Benefit of Riverside Healthcare Association, Inc. and Certain Affiliated Entities Continued

hospital. City Attorney Owens responded, the government body must provide approval, but there was no obligation on the City's part.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

Abstention: Bateman (His employer was TowneBank. In his capacity as a lender with TowneBank, he was involved with credits which included Riverside Healthcare Association, Inc.)

- (6) Resolution Authorizing and Directing the City Manager to Execute Any and All Documents Necessary to Effectuate and Implement Agreements between the Newport News School Board and the City of Newport News for the Use of School Buses

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST ON BEHALF OF THE CITY OF NEWPORT NEWS ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE AND IMPLEMENT AGREEMENTS BETWEEN THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS AND THE CITY OF NEWPORT NEWS, VIRGINIA, FOR THE USE OF SCHOOL BUSES PURSUANT TO SECTION 22.1-182 OF THE CODE OF VIRGINIA, 1950, AS AMENDED. This resolution authorized and directed the City Manager to execute any and all documents to effectuate and implement agreements between the Newport News School Board and the City of Newport News for the use of school buses. There were occasions that various City departments required the use of buses in the facilitation of City programs. The Code of Virginia provided for governmental entities to enter into agreements with school boards for use of the buses. The Newport News School Board required an agreement prior to the use of its buses in the City. This resolution granted authority to the City Manager to execute the agreements, once reviewed and approved by the City Attorney's Office. The City Manager recommended approval.

(No registered speakers)

Councilwoman Cherry moved adoption of the above resolution; seconded by Councilwoman Scott.

Councilwoman Woodbury inquired whether this would be at the School expense or the City's expense. City Manager Bourey replied this would be at the City's expense.

G. Other City Council Actions Continued

- (6) Resolution Authorizing and Directing the City Manager to Execute Any and All Documents Necessary to Effectuate and Implement Agreements between the Newport News School Board and the City of Newport News for the Use of School Buses Continued

The City would use the School's buses at the City's expense, but it would need to be at the School's cost for those buses. We would pay what their expenses would be to operate the buses.

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

H. Appropriations

Councilwoman Woodbury moved adoption of Appropriation Items 1 and 2, as shown below; seconded by Councilwoman Vick.

- (1) Department of Vehicle and Equipment Services – Vehicle Equipment Services Fund: Fuel Tank and Replacement Project

A RESOLUTION APPROPRIATING FUNDS FROM VES FUND BALANCE (\$415,000.00) TO UNDERGROUND FUEL TANKS VES (\$415,000.00). This resolution appropriated \$415,000.00 from the Vehicle Equipment Services (VES) Fund for the Fuel Tank Replacement Project. The City provided \$800,000.00 in funding from Cash Capital-CIP Projects in FY 2014 to begin the replacement of underground fuel tanks for Vehicle Equipment Services. An additional \$415,000.00 was required from the VES Equipment Fund for the fuel management system replacement. The City Manager recommended approval.

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

- (2) Department of Vehicle and Equipment Services – Vehicle Equipment Services Fund: Compost Windrow Turner Replacement

A RESOLUTION APPROPRIATING FUNDS FROM VEHICLE SERVICES FUND (\$395,000.00) TO VEHICLE SERVICES FUND (\$395,000.00). This resolution appropriated \$395,000.00 from the Vehicle Equipment Services (VES) Fund for the replacement of a Compost Windrow Turner. In FY 2014, the 20-year old Compost Windrow Turner at the Recovery Operations Center was scheduled and budgeted to be replaced by Vehicle Equipment Services. Due to a longer than anticipated RFP process, the equipment purchase was delayed resulting in the FY 2014 budgeted funds being reverted to the Vehicle Equipment

H. Appropriations Continued

- (2) Department of Vehicle and Equipment Services – Vehicle Equipment Services Fund: Compost Windrow Turner Replacement Continued

Services Fund Balance. In order to purchase this unit in FY 2015, an appropriation from the VES Fund Balance in the amount of \$395,000.00 was needed. The City Manager recommended approval.

(No registered speakers)

Vote on Roll Call:

Ayes: Scott, Vick, Woodbury, Bateman, Cherry, Coleman

Nays: None

I. Citizen Comments on Matters Germane to the Business of City Council

Mr. John Gergely, 449 Winterhaven Drive, Newport News, addressed City Council regarding transportation and funding for transportation. He advised, in 2013, the Virginia General Assembly passed a law taxing the Hampton Roads region for road construction to ease congestion. He stated this was a large fund, with approximately \$200,000,000.00, and was growing larger. The City of Newport News was receiving some of the money. The improvements to Interstate 64 (I-64), widening to six lanes, would be paid out of the fund. He stated that the Peninsula made up one-third (1/3) of the Hampton Roads population, but only 10% of the funds from the HB 2313 taxes were planned to be spent on projects to benefit the Peninsula. The original concept for I-64 was eight lanes. He stated the Southside was taking the Peninsula's money and using it for projects on the Southside. Mr. Gergely asserted that most of the prioritization studies performed were with the sole intention of making the Third Crossing appear to relieve congestion, when in fact the only way that congestion could be relieved was at the Hampton Roads Bridge Tunnel (HRBT). Mr. Gergely indicated that numbers were changed on the studies; the Peninsula had been lied to and cheated out of their fair share of transportation funding.

Mr. Curtis Harris, Original BROTHAS, 2814 Chestnut Avenue, Newport News, commended members of City Council for imposing a curfew for the youth. He shared that he had a very positive and informational meeting with Chief Richard Myers, Newport News Police Department, and Ms. MaRhonda Echols, Teenage and Young Adult Violent Prevention Coordinator.

Mr. Harris sought assistance with a 15-year old male runaway and his parent. He questioned the number of points a child needed to have before being sent to the Juvenile Detention facility. Rights were taken away from parents to discipline their children. He stated the parents should be given some authority to petition the Court to mandate their child be put in a program, or request an ankle bracelet to be able to track their child. Mr. Harris indicated there needed to be a mechanism to assist parents when they stepped up and took responsibility for their children.

I. Citizen Comments on Matters Germane to the Business of City Council
Continued

Councilwoman Vick suggested that the parent contact the police regarding their child that continued to runaway. Mr. Harris shared that the parent had contacted the police. Councilwoman Vick suggested the parent sign up for parenting classes to help strengthen their authority. Mr. Harris stated there was only so much a police officer could do for a runaway.

Vice Mayor Coleman suggested the parent contact the Department of Human Services, who may be able to provide other options for the parent of the runaway.

J. New Business and Councilmember Comments

City Manager Bourey shared, during the Business Appreciation Luncheon, that Bayport Credit Union made a significant announcement of plans to partner with Jim's Local Market, and would be housed within the grocery store once opened. This would provide an outstanding financial institution for the Southeast Community.

City Manager Bourey announced, in partnering with the Habitat for Humanity Peninsula and Greater Williamsburg, Newport News would hold the first "Newport News Home Repair Blitz," on Saturday, June 27, 2015, 8:00 a.m. – 4:00 p.m., to serve low-income, elderly, and disabled homeowners in the community who may struggle to maintain the exterior of their homes. The Blitz would begin at the Marshall Early Learning Center, 743-24th Street. All citizens were encouraged to participate in the Blitz.

City Manager Bourey announced on Thursday, June 25, 2015, 8:30 a.m., there would be a celebration of the completion of the Ft. Eustis Bridge. A convoy would drive across the bridge. Citizens were encouraged to participate in the celebration.

City Manager Bourey announced the Ribbon Cutting Ceremony of the Huntington Park Tennis Center, Thursday, June 25, 2015, 10:30 a.m., 340 Hornet Circle.

City Manager Bourey announced that the Newport News Department of Parks, Recreation & Tourism would present the 4th of July Stars in the Sky event on Saturday, July 4, 2015, 7:00 – 10:00 p.m., at Victory Landing Park (end of 23rd Street at the James River). The event would begin with free children's rides and strolling entertainment. Food vendors would be on site. Entertainment would be provided by the United States Air Force Heritage of America Band ensemble "Full Spectrum." Admission and parking were free.

Councilwoman Scott thanked all of the businesses that attended the Business Appreciation Barbeque Luncheon on Tuesday, June 23, 2015 at the Newport News Golf Club at Deer Run, particularly in the extreme heat, with no air conditioning. She expressed appreciation for those businesses in attendance. Members of the Economic Development Authority/Industrial Development Authority and City Council thanked the businesses for their contributions to the City of Newport News.

J. New Business and Councilmember Comments Continued

Councilwoman Scott thanked the citizens for their attendance and participation at the North District Town Hall Meeting on Monday, June 22, 2015, at the Denbigh Community Center (15198 Warwick Boulevard). The discussion was very interactive. She stated it was important for Council to know what was on the minds of the citizens. Those that attended monthly, show how important it is to find out what was happening in the City.

Councilwoman Scott indicated that she had received calls about available activities for youth in Denbigh during the summer, and would like to know more. She announced that the North District Food Drive Committee would hold a "Sock Hop," on Saturday, July 11, 2015, 1:00 - 4:00 p.m., for students, aged 12 – 17, at the Denbigh Community Center (15198 Warwick Boulevard). Students were asked to wear their school's team colors. The student wearing the best "Sock Hop" outfit, would win a prize. There would be entertainment and competitions, to include, but not limited to, "Double Dutch, the limbo stick game, and other competitive activities. There would be a \$5.00 donation to attend. Refreshments would be available. Doors would open at noon.

Councilwoman Scott announced that the North District Food Drive Committee would hold a "Day Party," on Saturday, July 11, 2015, 1:00 p.m. - 4:00 p.m., for adults. The Adult Day Party would include Zumba, Mixed Fit, and Line Dancing. There would also be a \$5.00 donation for adults to attend.

Councilwoman Scott extended condolences to Newport News Planning Commissioner, Mr. Daniel Simmons, Jr., and his family, on the untimely death of this father, Reverend Daniel L. Simmons, Sr., who was one of the victims that died in the shooting tragedy, during Bible Study, at Emanuel AME Church in Charleston, South Carolina.

Councilwoman Vick indicated that she enjoyed the Business Appreciation Barbeque Luncheon on Tuesday, June 23, 2015, at the Newport News Golf Club at Deer Run, in the extreme heat. She stated the announcement of Bayport Credit Union partnering with Jim's Local Market was huge. She was excited about the impact of the increase in the financial literacy for the residents in the Southeast Community, and to have a banking institution that was in the community.

Councilwoman Vick thanked Ms. Kim Grimes for bringing the students from the Youth Experiencing Success Leadership Academy to the Regular Meeting of City Council. She commended Ms. Grimes for her dedication, and always exhibiting a positive spirit with the youth. She encouraged the students to continue to follow Ms. Grime's lead.

Councilwoman Vick stated that she participated in the "Save Our Sons - Black Lives Matter" March and Rally on Saturday, June 20, 2015, 10:00 a.m. – 2:00 p.m.. She commended Mr. Dan Brown and Mr. Corey Olds, founders of The Empowerment and Uplifting Foundation, and the men of Omega Psi Phi Fraternity, Inc. for organizing the event, which touted approximately 200 attendees. The event which began at Heritage High School (5800 Marshall

J. New Business and Councilmember Comments Continued

Avenue), ended at The C. Waldo Scott Center for H.O.P.E. (3100 Wickham Avenue), was prompted by the increase of violence in the Southeast Community.

Councilwoman Vick commended Councilwoman Sandra Cherry for organizing the 2015 Juneteenth Freedom Festival, "Unity in the Community," on Saturday, June 20, 2015, 11:00 a.m. – 4:00 p.m., at the Farmer's Market (28th Street and Jefferson Avenue). The vendors and entertainment were great. The citizens had a good time.

Councilwoman Woodbury extended condolences to Newport News Planning Commissioner, Mr. Daniel Simmons, Jr., and his family, on the untimely death of this father, Reverend Daniel L. Simmons, Sr., who was one of the victims that died in the shooting tragedy, during Bible Study, at Emanuel AME Church in Charleston, South Carolina.

Councilwoman Woodbury indicated that she enjoyed the Business Appreciation Barbeque Luncheon on Tuesday, June 23, 2015, at the Newport News Golf Club at Deer Run, in the extreme heat. She suggested that the 2016 Business Appreciation Barbeque Luncheon be held indoors at a location that had air conditioning.

Councilwoman Woodbury and her colleagues attended the Groundbreaking Ceremony for the Joint Manufacturing Assembly Facility (JMAF) on Monday, June 22, 2015, 1:00 - 2:00 p.m., in the Newport News Shipbuilding's north yard parking lot. She expressed appreciation for the Shipyard and all they did, and their vision for the future.

Councilwoman Woodbury was honored to attend the Installation Service, of Dr. Raymond "Randy" Shepley, the new Senior Pastor of First Baptist Church Newport News (12716 Warwick Boulevard), on Sunday, June 14, 2015. She welcomed Pastor and Mrs. Shepley and their family to the community. She invited him to provide the Invocation at a Regular Meeting of City Council.

Councilwoman Woodbury concurred with remarks made by Mr. Gergely. She recalled that the Hampton Roads Bridge Tunnel received top priority during the original Priority Study. She indicated it got manipulated. She had fought the battle since 2008 to get the same types of services on the Peninsula. The Southside had the Tide, a ferry, and better bus service. Thanks to City Manager Bourey, Newport News now contributed more in an effort to receive better service. It seemed unfair that the one study done on the Peninsula got Newport News nothing. She encouraged citizens to speak up and respond about the unfairness on the Peninsula.

Councilwoman Woodbury concurred with remarks made by Mr. Curtis Harris. She stated that oftentimes parents felt helpless. It was her wish that every Judge and Magistrate would take a course in learning theory that the youth were given consequences for their actions. If youth did something one time, they would do it again and again. She suggested reaching out to the Department of Human Services, and the Office of Probation.

J. New Business and Councilmember Comments Continued

Councilman Bateman extended condolences to Newport News Planning Commissioner, Mr. Daniel Simmons, Jr., and his family on the untimely death of his father, Reverend Daniel L. Simmons, Sr., who was one of the victims that died in the shooting tragedy, during Bible Study, at Emanuel AME Church in Charleston, South Carolina.

Councilman Bateman congratulated the Newport News Shipyard on the new Joint Manufacturing Assembly Facility (JMAF). He joined his colleagues at the Groundbreaking Ceremony on Monday, June 22, 2015, 1:00 - 2:00 p.m. in the Newport News Shipbuilding's north yard parking lot. He expressed appreciation for the Shipyard and all they did, and their vision for the future.

Councilwoman Cherry extended condolences to Newport News Planning Commissioner, Mr. Daniel Simmons, Jr., and his family, on the untimely death of his father, Reverend Daniel L. Simmons, Sr., who was one of the victims that died in the shooting tragedy, during Bible Study, at Emanuel AME Church in Charleston, South Carolina.

Councilwoman Cherry thanked Ms. Kim Grimes for bringing the students from the Youth Experiencing Success Leadership Academy to the Regular Meeting of City Council. She encouraged the youth to come again, stating that their voices mattered. She stated the youth would know the meaning of the word "integrity" when they left Ms. Grimes. Councilwoman Cherry commended Ms. Grimes for her dedication and being a woman of integrity.

Councilwoman Cherry thanked the Newport News Police Department for sponsoring "Coffee with a Cop," at Angelo's. It was a great opportunity to have a "meet and greet" with the citizens. She met citizens that lived off of Harpersville Road and thought they were in the Central District. Councilwoman Cherry was pleased to advise that they actually lived in the South District. The citizens were excited to learn of the "Your Voice Matters" Town Hall Meetings. She expressed appreciation to the Police Department for continuing the outreach.

Councilwoman Cherry had the honor of attending the 6th Annual Law Enforcement Luncheon on Thursday, June 18, 2015, 12:00 – 1:30 p.m., at the Newport News Marriott at City Center to honor the Peninsula's finest in law enforcement for their commitment and service to the community.

Councilwoman Cherry thanked the residents, and offered a special thanks to the Department of Parks, Recreation and Tourism, for their support for the 2015 Juneteenth Freedom Festival, "Unity in the Community," on Saturday, June 20, 2015, 11:00 a.m. – 4:00 p.m., at the Farmer's Market (28th Street and Jefferson Avenue). The vendors and entertainment were great. She extended a special thank you from the Downtown Newport News Merchant's and Neighbor's Association. She stated great things could happen when working together as collaborative partners.

Councilwoman Cherry indicated that she enjoyed the Business Appreciation Barbeque Luncheon on Tuesday, June 23, 2015 at the Newport News Golf Club at Deer Run. She

J. New Business and Councilmember Comments Continued

thanked Mr. Jim Scanlon, Jim's Local Market, for his attendance at the Luncheon as well as at the Juneteenth Celebration. She stated Mr. Scanlon had a passion and a heart for the Southeast Community. She encouraged citizens to commend Mr. Scanlon for wanting to come to the Southeast Community. Councilwoman Cherry thanked Ms. Florence Kingston, Director, Department of Development, and staff, for their hard work.

Councilwoman Cherry reminded residents that the next South District "Your Voice Matters" Town Hall Meeting was scheduled for Thursday, July 9, 2015, 6:00 – 7:30 p.m., at the Brittingham-Midtown Community Center (570 McLawhorne Drive), for residents that lived from Mercury Boulevard North to Harpersville Road. All residents were invited to attend and share their concerns and interests. She reminded that this was a collaborative effort between the Newport News City Council, the School Board, and the Police Department to reach out and let citizens know their voice mattered.

Councilwoman Cherry announced on Thursday, July 16, 2015, 6:00 – 7:30 p.m., the "Your Voice Matters" South District Town Hall Meeting would be held at the Downing-Gross Cultural Arts Center (2410 Wickham Avenue) for residents from Mercury Boulevard South to the waterfront.

Councilwoman Cherry thanked Mr. Kofi Boeteng, Director, Department of Public Utilities (Waterworks), and staff for sharing information with the residents. Mr. Steve Carpenter attended on Thursday, June 9, 2015, and Mr. Boeteng attended on Thursday, June 18, 2015 to share exactly how water worked. Citizens should know how valuable the services are that are received from the Waterworks Department. She cautioned the residents to watch the amount of water used.

Councilwoman Cherry commended City Manager Bourey and thanked him for his hard work to make Newport News a great place to live, work, and raise a family.

Vice Mayor Coleman congratulated all of the graduates, and wished them well. He encouraged the graduates to venture out, get an education, and return home to Newport News.

Vice Mayor Coleman offered congratulations and thanks to the organizers of the first Annual 2015 Virginia Walk to End Lupus Now, at John B. Todd Stadium (12465 Warwick Boulevard), on Saturday, June 13 2015. He had the honor of serving as Grand Marshall for the event. Special guests included Newport News native Mr. David Macklin, a veteran NFL cornerback; and Miss Black Virginia U.S. Ambassador, Ms. Jasmine Young. The Walk put the spotlight on Lupus with hope to find a cure.

Vice Mayor Coleman offered congratulations and thanks to the Department of Parks, Recreation, and Tourism for hosting the Summer Celebration Wine Festival, Saturday, June 13, 2015, 11:00 a.m. – 6:00 p.m. at The Lee Hall Mansion (163 Yorktown Road). A great time was had by all.

J. New Business and Councilmember Comments Continued

Vice Mayor Coleman congratulated the Newport News Shipyard on the new Joint Manufacturing Assembly Facility (JMAF). He joined his colleagues at the Groundbreaking Ceremony on Monday, June 22, 2015, 1:00 - 2:00 p.m. in the Newport News Shipbuilding's north yard parking lot. He looked forward to completion of the building, with the hope to retain some of the high-paying jobs in Newport News.

Vice Mayor Coleman enjoyed the Business Appreciation Barbeque Luncheon on Tuesday, June 23, 2015, at the Newport News Golf Club at Deer Run. He stated it was nice to be around all of the businesses, who are the backbone of the community. He thanked them for all they did – whether creating jobs, helping the tax base – but also supporting the many programs that the City was able to establish, i.e. SPARK, STEP, and the One City Marathon. Vice Mayor Coleman thanked Ms. Florence Kingston, Director, Department of Development, and staff, for their hard work and efforts to bring new business into the City.

Vice Mayor Coleman reiterated the comments made by Councilwoman Scott – with it being summer, there were many programs hosted through the City's Department of Parks, Recreation, and Tourism. He encouraged the citizens, youth and adults, to pick up a free brochure at any of the Libraries or Community Centers, for a schedule of events. The brochure was also available on line at www.nnparks.com/parks-and-recreation.

Vice Mayor Coleman thanked Mr. Curtis Harris for his comments about the curfew. Vice Mayor Coleman reminded of the curfew in the City of Newport News. Sunday through Thursday, children under the age of 18 must be at home by 10:00 p.m.; Friday and Saturday, children under the age of 18 must be at home by 11:00 p.m., unless they had special permission from their parents or guardian to attend a special function or were coming home from work. Parents need to know the whereabouts of their children. He shared a personal account when a mother said she had no idea where her 13-year old daughter was at 10:30 p.m. The young girl was murdered. Vice Mayor Coleman reiterated that parents need to know the whereabouts of their children. Parents need to be held accountable. He advised that the Curfew Center, housed in the third floor of the Justice Building, 2501 Washington Avenue, was doing well. It was staffed by a police officer, a deputy sheriff, and a juvenile services intake worker each night.

K. Adjourn

Vice Mayor Coleman adjourned the meeting.

THERE BEING NO FURTHER BUSINESS,
ON MOTION, COUNCIL ADJOURNED AT 8:12 P.M.

DRAFT

Page 24
Minutes of Regular Meeting
June 23, 2015

Mabel Washington Jenkins

Mabel Washington Jenkins, MMC
City Clerk

Robert S. Coleman
Vice Mayor
Presiding Officer

A true copy, teste:

City Clerk

G. Other City Council Actions

1. Resolution Authorizing the City Manager to Execute a State Plan of Operation Between the City and the State of Virginia and All Additional Documents Necessary to Continue Participation in the Military Excess Property Program

ACTION:

A REQUEST TO APPROVE A RESOLUTION AUTHORIZING THE EXECUTION OF A STATE PLAN OF OPERATION BETWEEN THE CITY AND THE STATE OF VIRGINIA AND ALL ADDITIONAL DOCUMENTS NECESSARY TO CONTINUE PARTICIPATION IN THE MILITARY EXCESS PROPERTY PROGRAM ADMINISTERED BY THE VIRGINIA STATE POLICE AND USED BY THE NEWPORT NEWS POLICE DEPARTMENT (NNPD).

BACKGROUND:

- NNPD has participated in this Military Surplus Program since approximately 1997.
- This program transfers DOD's excess property to Federal and State agencies and is suitable to be used by law enforcement.
- Items obtained from the program in the past include light towers that are used for DUI checkpoints, laser jet printers, and 85 rifles that are currently in use.
- By approving the State Plan, NNPD will be allowed to retain the items previously obtained through the program and will be eligible to request additional needed items.
- The City Manager recommends approval.

FISCAL IMPACT:

- N/A

Supporting Material

CM Memo re Military Excess Property Prog

sdm13578 Auth Execution of State Plan of Operation-Military Excess Prop Program

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

July 8, 2015

TO: The Honorable City Council

FROM: City Manager

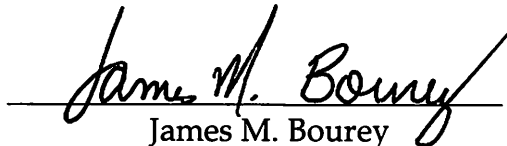
SUBJECT: Defense Logistics Agency Military Surplus Program (1033 Program)

The Newport News Police Department (NNPD) has participated in the Defense Logistics Agency Military Surplus Program (1033 Program) since approximately 1997. This program through the Department of Defense (DOD), transfers to Federal and State agencies property that is excess to the needs of the DOD that is suitable to be used by law enforcement agencies. The program is managed by the Department of State Police for the Commonwealth of Virginia.

While the Police Department has not obtained any items in the past several years, the program has provided many useful pieces of equipment since its inception, to include light towers that are used at DUI checkpoints, laser jet printers, a microfilm reader and a forklift. Additional equipment that is still being used by the Uniformed Patrol officers and the Tactical Operations Unit includes 85 rifles, with a replacement value of \$85,000.

The State Police are requiring participants in the 1033 Program to execute a new State Plan of Operation Agreement in order to continue participation in the program. The City must continue participation in the program to retain the rifles in the Police Department's inventory.

I recommend approval of this agreement.


James M. Bourey

JMB:LBT:slr

cc: Alan K. Archer, Assistant City Manager
Richard W. Myers, Chief, Newport News Police Department (NNPD)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN STATE PLAN OF OPERATION BETWEEN THE STATE OF VIRGINIA AND THE CITY OF NEWPORT NEWS, VIRGINIA, AND SUCH ADDITIONAL DOCUMENTS AS MAY BE NECESSARY TO CONTINUE PARTICIPATION IN THE MILITARY EXCESS PROPERTY PROGRAM ADMINISTERED BY THE VIRGINIA STATE POLICE.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain State Plan of Operation by and between the State of Virginia and the City of Newport News, Virginia.
2. That the City Manager is hereby authorized and directed to execute any and all documents, including amendments and addenda to the State Plan of Operation, and take such further actions as shall be necessary to continue participation in the Military Excess Property Program administered by the Virginia State Police, after any such documents have been reviewed and approved by the City Attorney.
3. That a copy of the said State Plan of Operation is attached hereto and made a part hereof.
4. That this resolution shall be in effect on and after the date of its adoption, July 14, 2015.

**STATE PLAN OF OPERATION BETWEEN
THE STATE OF VIRGINIA**

AND THE

CITY OF NEWPORT NEWS, ON BEHALF OF THE NEWPORT NEWS POLICE DEPARTMENT (NNPD)
(AGENCY)

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of VIRGINIA and the NNPD (agency), to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to Title 10 USC § 2576a and to promote the efficient and expeditious transfer of the property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by Title 10 USC § 2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counter-drug/counter-terrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the DLA in determining whether property is suitable for use by agencies in law enforcement activities. DLA defines law enforcement activities as activities performed by government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority.

The Governor of the State of VIRGINIA has designated in writing with an effective date of February 10, 2014 to implement this program statewide as well as conduct management and oversight of this program. Funding to administer this program is provided by VIRGINIA STATE POLICE. The funding is used to administer the program and to provide support and assistance to the Law Enforcement Agencies (LEAs), via computer/telephone assistance and occasional physical visits to the LEAs. The facilities, staffing to provide the support to the LEAs within the State of VIRGINIA are as follows:

State Coordinator (SC): LT. W. BRUCE WALTERS

State Point of Contact (SPOC): SGT. LARRY LAM

Program Support Technician: MS. ANNA POOLE

The State Coordinator contact information is:

Agency Address/Location: VIRGINIA STATE POLICE
7700 MIDLOTHIAN TURNPIKE,
NORTH CHESTERFIELD, VA 23235

EMAIL/CONTACT INFORMATION:

LT. BRUCE WALTERS
804-674-2117 (OFFICE)
bruce.walters@vsp.virginia.gov

SGT. LARRY LAM
804-674-4607 (OFFICE)
804-840-9173 (CELL)
larry.lam@vsp.virginia.gov

MS. ANNA POOLE
804-674-2107 (OFFICE)
anna.poole@vsp.virginia.gov

Fax Number: 804-674-6716

Hours of Operation: MON. -FRI. 8:30 AM- 5:00 PM

The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for conditional transfer to law enforcement activities.

B. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

C. Property available under this agreement is for the current use of authorized program participants; it will not be requested nor issued for speculative use/possible future use. Property will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, to secure a loan, or to otherwise supplement normal LEA or State/local governmental entities budgets. All requests for property will be based on bona fide law enforcement requirements. Under no circumstances will property be sold or otherwise transferred to non-U.S. persons or exported. Loaning to non-participants of the DLA LESO Program is not authorized.

D. Requests for property solely for the purpose of cannibalization, and cannibalization of DOD property currently on an LEA inventory, must be submitted in writing thru the State Coordinators office to DLA Disposition Services LESO for approval. The DLA Disposition Services LESO

will consider cannibalization requests on a case-by-case basis. Any transportation, repair, maintenance, insurance, disposal or other expenses associated with these assets is the sole responsibility of the LEA.

E. The DLA Disposition Services LESO reserves the right to recall any and all property issued through the LESO Program.

F. The DLA Disposition Services LESO conditionally transfers excess DOD property to States/LEAs enrolled in the LESO Program. DLA Disposition Services LESO retains permanent title to property with Demilitarization (DEMIL) Codes of B, C, D, E, F, G and Q (with an Integrity Code of 3), property with these DEMIL codes is also known as controlled property. Once the State/LEA no longer have use for property in these DEMIL codes the property must either be transferred to another LEA with State approval first or returned to DLA Disposition Services for disposal.

G. The DLA Disposition Services LESO permanently passes title to property with DEMIL Codes of "A" and "Q" (with an Integrity Code of "6") to the State/LEA after one year from the initial transfer to the State/LEAs property book from the DLA Disposition Services inventory.

1. Property with DEMIL Codes of "A" and "Q" (with Integrity Code of 6) will be systematically archived upon meeting the one year mark and will no longer be on the LEAs inventory. Prior to this property being archived, the State and/or LEAs are still responsible for the accountability and physical control of the item (s).

2. Archived property is not subject to annual inventory requirements, and will not be inventoried during State or DLA Disposition Services LESO Program Compliance Review (PCR).

3. The State and/or LEA may dispose or sell DEMIL "A" and "Q" (with Integrity Code of 6) items that have been archived from the property book, in accordance with applicable Federal, State and local laws.

H. State and LEAs are not authorized to transfer or turn-in property issued under the LESO Program without State and DLA Disposition Services LESO approval. Property will not physically move until the approval process is complete.

I. Property obtained under this SPO must be placed into use within one (1) year of receipt, unless the condition of the property renders it unusable, in which case the property can be returned to the nearest DLA Disposition Services Site. If property is not put into use by the LEA within one (1) year, the State/LEA must coordinate a transfer of property to another LEA or request a turn-in to return the property to the nearest DLA Disposition Services Site.

IV. ENROLLMENT

A. For the purposes of this program, law enforcement activities are defined as Government agencies whose primary function is the enforcement of applicable Federal, State, Local laws, and whose compensated officers have powers of arrest and apprehension.

B. The State and LEA's shall:

1. LEA submits the Application for Participation to the State Coordinator for their approval.
2. Ensure only authorized LEA applications for LESO Program enrollment are submitted.
3. Approve/disapprove applicants in the LESO Program. The State Coordinator will only certify LEAs that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension.
4. Ensure LEAs enrolled in the LESO Program update their account information annually in the current property accounting system. Annual update is defined as 365 days from initial date of enrollment and/or last update.
5. Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment.

V. ANNUAL INVENTORY REQUIREMENT

A. Per the DLA Memorandum of Agreement (MOA) between DLA and the State, it is required to conduct an annual inventory certification of controlled property.

B. The State and LEA's shall:

1. Receive and validate incoming certified inventories and reconcile inventories with the LEA.
2. Ensure the LEAs provide serial numbers identified in annual inventory process for inclusion in the DLA Disposition Services property accounting system, for Aircraft, Watercraft, Tactical Vehicles and Weapons and other unique items, as required.
3. Send confirmation, to the State Coordinator, when the LEAs inventory is reconciled in the DLA Disposition Services LESO property accounting system. This will serve as the State's confirmation that LESO Program controlled property within his/her State has been reconciled in the accounting system of record.
4. The State may suspend/terminate an LEA, as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.
 - a. The LEA will complete inventories for their agency by January 31st of each year. The Fiscal Year (FY) is defined as October 1st through September 30th of each year. This provides the LEAs four months to physically inventory LESO Program property in their possession, and submit their certified inventories to their State Coordinators.

b. In addition to the certifying inventories, the State requires photographs for all Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons received through the LESO Program.

(1) The State requires front, side and data plate photos for Aircraft, Watercraft, Tactical Vehicles and other unique items as required that are received through the LESO Program.

(2) The State requires submission of serial number photos for each Aircraft, Watercraft, Tactical Vehicles, NVGs, Weapons and other unique items as required that are received through the LESO Program.

c. LEAs that fail to comply with the inventory by January 31st may be suspended/terminated from operations within the LESO Program. Further failure to submit the inventory may result in a LEA termination.

d. Validate the accountability of all High Profile (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property with each LEA following a domestic disaster within 60 days by having them conduct a physical inventory.

e. The LEA is aware that High Profile Commodities (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property is subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The State of VIRGINIA in accordance with the DLA Disposition Services Memorandum of Agreement is subject to Biannual Program Compliance Reviews. This review includes Law Enforcement Agencies that have DLA LESO issued property in their possession. Law Enforcement Agencies that may be selected by the DLA LESO will be subject to a DLA LESO Property and documentation review. As a participant in the DLA LESO Program your Law Enforcement Agency may be subject to selection in these reviews. In addition to this requirement, the State will conduct annual internal 5% Program Compliance Reviews of LEAs participating in the LESO program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. Results of internal PCRs in terms of LEA non-compliance with terms and conditions of the LESO Program will be kept on-file at the State Coordinator's Office.

1. The State internal review will include, at minimum:

(a) A review of each selected LEAs LESO Program files.

(b) A review of the signed State Plan of Operation.

(c) A review of the LEA application and screener(s) letter.

(d) A physical inventory and/or approved custody card verification of LESO

Program property at each selected LEA.

(e) A review of property accountability procedures to include the following criteria;

1. The proper security and storage of assets. (Secure controlled area with limited access).
2. Asset tracking and sign out procedures in place for LESO assets.
3. Prior approval of any transfer of high visibility assets.
4. Reporting of all lost, missing or stolen assets.
5. Identification of all unused property**

**The State and/or LEA will bear all expenses related to the repossession, transfer or turn-in of LESO Program property to a different LEA or the nearest DLA Disposition Service site.

(f) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, weapons documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any) and other pertinent documentation as required.

VII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property missing, lost, stolen, damaged, or destroyed must be reported to the State and DLA Disposition Services LESO.

1. Excess DOD personal property with a Demilitarization Code of B, C, D, E, F, G and Q (with an Integrity Code of 3) must be reported to the State and DLA Disposition Services LESO within twenty-four (24) hours.
2. Excess DOD personal property with a Demilitarization Code of A or Q (with an Integrity Code of 6) must be reported to the State and DLA Disposition Services LESO within seven (7) days.
3. All reports are subject to the DLA Office of the Inspector General (OIG) inspection.

B. The DLA Disposition Services LESO may grant extensions to the reporting requirements listed above, on a case by case basis.

VIII. AIRCRAFT AND WEAPONS

A. Aircraft (fixed wing and rotary wing), may be transferred to the LEA for its use in law enforcement activities. The State Plan of Operation must ensure that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

Additionally, the following conditions apply:

Aircraft acquired *prior to* September 30, 1996, under the 1208 Program *were* considered "1208 Aircraft". Public Law 104-201, Section 1033 (b) (1) repealed all Section 1208. Therefore, all aircraft and/or aircraft parts are considered LESO Program aircraft and/or aircraft parts as of September 30, 1996. [As repealed by Pub. L. 104-201 Sec. 1033 (b) (1)]. Sale, trade or transfer of aircraft and/or aircraft parts (acquired prior to September 30, 1996) may be authorized by the DLA Disposition Services LESO, on a case by case basis. The DLA Disposition Services LESO reserves the right to approve or deny requests for sale, trade or transfer of all LESO Program aircraft and/or aircraft parts, regardless of when the aircraft was originally acquired.

B. Law Enforcement Agencies no longer requiring LESO Program weapons must request authorization to transfer or return weapons. Transfers and turn-ins of weapons must be approved by the State Coordinator and the DLA Disposition Services LESO. Weapons will not physically move until the approval process is complete. Weapons that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate weapon(s) with the correct, specific serial number(s).

IX. RECORDS MANAGEMENT

A. State Coordinator and LEAs enrolled in the LESO Program, must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the properties DEMIL codes. All documents concerning a property record must be retained.

1. Property records for items with DEMIL codes of A and Q (with a DEMIL Integrity code of 6) must be retained for two calendar years (CY) from approval date and then may be destroyed.
2. Property records for items with DEMIL codes of B, C, D, E, F, G and Q (with a DEMIL Integrity code of 3) must be retained for 5 years or for the life span of the property, whichever is longer.
3. Environmental Property records must be retained for fifty years, regardless of DEMIL code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
4. LESO Program files must be segregated from all other records.
5. All property records must be filed, retained, and destroyed in accordance with the DLA Records Schedule. These records include, but are not limited to the following: DRMS Form 103, DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

X. PROPERTY ALLOCATION

A. The State and LEA's shall:

1. Ensure LEAs submit appropriate justifications when requesting excess DOD property via the LESO Program, and will ensure LESO Program property will be used for law enforcement purposes only.
2. Access the DLA Disposition Services LESO Website on a weekly basis for timely and accurate guidance, information and links concerning the LESO Program and ensure that all relevant information is passed on to participating LEAs.
3. Encourage and assist the Law Enforcement Agencies in the use of electronic screening of property via the DLA Disposition Services Reutilization, Transfer and Donation (RTD) Web.
4. Upon receipt of a valid LEA request for property, submit requests that ensure fair and equitable distribution of property to the greatest extent possible based on current LEA inventory and LEA justification for property. Generally no more than one of any item per officer will be allocated.
5. Maintain access to the DLA Disposition Services RTD Website to approve/ disapprove transfers, turn-ins and disposal requests from an LEA or to generate these requests at the State level and forward all approvals to the DLA Disposition Services LESO for action.
6. Assist the LEAs with enrollment, property request, transfer, turn-in and disposal procedures.
7. Review property requests in the DLA Disposition Services RTD Website and property receipts and conduct monthly reconciliations of property records.
8. Access the DLA Disposition Services RTD Web at a minimum of once daily (Monday thru Friday) to process LEAs requests for excess DOD property.

XI. PROGRAM SUSPENSION & TERMINATION

- A. The LEA is required to abide by the terms and conditions of the State Plan of Operation in order to maintain active status.
- B. The State and/or DLA LESO shall suspend or terminate an LEA:
 1. Suspend LEAs in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the SPO. Suspension may lead to TERMINATION.
 2. Suspend or terminate an LEA(s) and/or LEA POC(s) based upon their findings during internal program compliance reviews and/or spot checks at the State level.
 3. Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and DLA Disposition Services LESO upon receipt.

4. Initiate corrective action to rectify suspensions and/or terminations placed upon the LEAs for failure to meet the terms and conditions of the LESO Program.
5. The State Coordinator will maintain contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by timeframe provided by the DLA Disposition Services LESO.
6. Provide documentation to the State and DLA Disposition Services LESO when actionable items are rectified by the LEA.
7. In the event of a LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services Site.
8. In cases relating to an LEA termination, the LEA will have 60 days to complete the transfer or turn-in of all LESO Program property in their possession.
9. Request reinstatement via the State Coordinator or SPOC(s) to full participation status at the conclusion of a suspension period.
10. The DLA Disposition Services LESO Program Manager has final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

XII. COSTS & FEES

- A. All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program, is the sole responsibility of the LEA.

XIII. NOTICES

- A. The State or DLA Disposition Services LESO, may, from time to time, propose modifications or amendments to the provisions of this SPO. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator or LEA to conform changes affecting their operations.

XIV. ANTI-DISCRIMINATION

- A. By signing this SPO or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
2. On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.

3. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the LEA.

XV. INDEMNIFICATION CLAUSE

A. To the extent permitted by law, the State Coordinator/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control. The State will maintain or assure that the LEA maintains adequate insurance to cover damages or injuries to persons or property relating to the use of the property. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of the property.

Having considered the foregoing, and recognizing any risks involved, the LEA desires to receive the property through the program and agrees to comply with the requirements set forth therein. The Virginia Department of State Police agrees to furnish, free of charge and in such quantities as are possible, considering DoD regulations and the available supply, excess military property to the LEA. Further, the undersigned representative of LEA, who has authority to do so, agrees to hold the Virginia Department of State Police, the Commonwealth of Virginia, and any other state agency involved in this program, harmless in the event of any law suit or claim arising as a result of the acquisition, use or disposal of property received under this program. The LEA shall have the duty to defend the Virginia Department of State Police and will be and remain liable for the procurement, use, or disposal of property received under this program. This hold harmless is authorized by section 52-11.3 Code of Virginia.

XVI. TERMINATION

A. This State Plan of Operation may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned Chief Executive Official for the LEA hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XVII. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

James M. Bourey

Type/Print Chief Executive Official Name

Chief Executive Official Signature

Date (MM/DD/YYYY)

LT. W. BRUCE WALTERS

Type/Print State Coordinator



State Coordinator Signature

03/26/2014

Date (MM/DD/YYYY)

APPROVED AS TO FORM:

City Attorney

G. Other City Council Actions

2. Ordinance Amending City Code, Chapter 40, Taxation; Article VI, Tax on Purchasers of Local Exchange Telephone Service; by Repealing Sections 40-98 through 40-105

ACTION:

A REQUEST TO ADOPT AN ORDINANCE AMENDING CITY CODE, CHAPTER 40, TAXATION; ARTICLE VI, TAX ON PURCHASERS OF LOCAL EXCHANGE TELEPHONE SERVICE; BY REPEALING SECTIONS 40-98 THROUGH 40-105.

BACKGROUND:

- Adoption of the proposed Ordinance will align the City Code with the *Code of Virginia*.
- Under legislation enacted by the General Assembly, the Virginia Communications Sales and Use Tax, replaced most of the previous state and local taxes and fees on communications services.
- Funds are now remitted monthly by communications services providers to the Department of Taxation and deposited into the Communications Sales and Use Tax Trust Fund.
- Funds are distributed to localities on a monthly basis.
- The City Manager recommends approval.

FISCAL IMPACT:

- N/A

Supporting Material

CM Memo re Ord Amdmnt Repealing Phone Tax
sdm13570 Repealing Secs. 40-98 through 40-105

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

July 8, 2015

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Ordinance Amendment Repealing Tax on Purchasers of Local Exchange Telephone Service

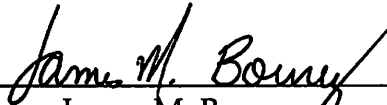
This ordinance amendment will repeal City Code, Chapter 40, Taxation; Article VI; Tax on Purchasers of Local Exchange Telephone Service, Sections 40-98 through 40-105, to bring our regulations in line with amendments to the *Code of Virginia*, Section 58.1-3812.

In the late 2000's, the General Assembly sought to restructure state and local telecommunications taxes and fees so that the tax burden would fall equitably on all users of telecommunication services and that any new tax structure would fully replace revenues provided to state and local governments by telecommunications taxes and fees. A centrally administered Communications Sales and Use Tax was passed by the General Assembly and are now remitted monthly by communications services providers to the Department of Taxation and deposited into a new fund known as the Communications Sales and Use Tax Trust Fund. Funds are distributed to localities on a monthly basis.

As a result, the City Code needs to be updated to be in alignment with State Code.

This change will go into effect immediately.

I recommend approval.


James M. Bourey

JMB:PAG:wmp

cc: Priscilla S. Bele, Commissioner of the Revenue

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 40, TAXATION, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE VI., TAX ON PURCHASERS OF LOCAL EXCHANGE TELEPHONE SERVICE, BY REPEALING SECTION 40-98, LEVIED; AMOUNT; SECTION 40-98.1, EMERGENCY TELEPHONE SYSTEM TAX LEVIED; AMOUNT; SECTION 40-99, APPLICABILITY GENERALLY; SECTION 40-100, EXEMPTIONS; SECTION 40-101, DUTY OF SELLER TO COLLECT AND REMIT; SELLER'S REPORTS; SECTION 40-102, SELLER'S RECORDS; SECTION 40-103, VIOLATION OF ARTICLE BY SELLER; SECTION 40-104, GENERAL DUTY OF TREASURER TO COLLECT; AND SECTION 40-105, ASSESSMENT AND COLLECTION OF DELINQUENCIES.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News:

That Chapter 40, Taxation, of the Code of the City of Newport News, Virginia, Article VI., Tax on Purchasers of Local Exchange Telephone Service, is hereby amended and reordained by repealing Section 40-98, Levied; amount; Section 40-98.1, Emergency telephone system tax levied; amount; Section 40-99, Applicability generally; Section 40-100, Exemptions; Section 40-101, Duty of seller to collect and remit; seller's reports; Section 40-102, Seller's records; Section 40-103, Violation of article by seller; Section 40-104, General duty of treasurer to collect; and Sec. 40-105, Assessment and collection of delinquencies.

G. Other City Council Actions

3. Resolution Authorizing the City Manager to Execute a Temporary, Nonexclusive, Revocable License Agreement (TNRLA) between Wavelength Technologies, Inc. and the City of Newport News for the Use of the City's Rights-of-Way for Telecommunications Purposes

ACTION: A RESOLUTION GRANTING PERMISSION TO USE THE CITY'S RIGHTS-OF-WAY FOR TELECOMMUNICATIONS PURPOSES, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A TEMPORARY, NONEXCLUSIVE, REVOCABLE LICENSE AGREEMENT (TNRLA) BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND WAVELENGTH TECHNOLOGIES, INC. (WAVELENGTH)

BACKGROUND:

- The existing TNRLA between the City and Wavelength was approved by City Council in 2010, and expired on June 30, 2015.
- Prior to its expiration, Wavelength requested that the TNRLA be renewed for an additional five-year term.
- The City Attorney's Office is comfortable that all necessary requirements are in place for Council to consider a new TNRLA with Wavelength.
- The City Manager recommends approval.

FISCAL IMPACT: • N/A

Supporting Material

CM Memo re TNRLA with Wavelength Tech

sdm13563 Reso Authorizing TNRLA between City and Wavelength Technologies, Inc

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

July 8, 2015

TO: The Honorable City Council

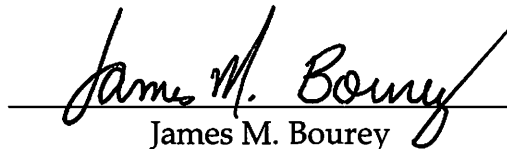
FROM: City Manager

SUBJECT: Temporary, Nonexclusive, Revocable License Agreement (TNRLA) with Wavelength Technologies, Inc.

A Temporary, Nonexclusive, Revocable License Agreement (TNRLA) is an agreement between a private company or public entity and the City of Newport News for the purpose of granting the company the ability to own and maintain telecommunication systems and/or facilities within the City's rights-of-way.

The existing TNRLA between the City and Wavelength Technologies, approved by City Council in 2010, expired on June 30, 2015. Prior to its expiration, Wavelength requested that the TNRLA be renewed for an additional five-year term. We are comfortable that all necessary requirements are in place for Council to consider a new TNRLA with Wavelength. The provisions of the new TNRLA are consistent with that which was previously approved.

I recommend Council approve the Resolution and TNRLA, granting Wavelength the continued right to use the City's rights-of-way as defined in the Agreement, and authorize me to execute any documents necessary to effectuate the transaction.


James M. Bourey

JMB:tcf

cc: Florence G. Kingston, Director, Department of Development

RESOLUTION NO. _____

A RESOLUTION GRANTING PERMISSION TO USE THE CITY'S RIGHTS-OF-WAY FOR TELECOMMUNICATIONS PURPOSES, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN TEMPORARY, NONEXCLUSIVE, REVOCABLE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND WAVELENGTH TECHNOLOGIES, INC., DATED THE 1ST DAY OF JULY, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby grants to Wavelength Technologies, Inc., the right to use the City's rights-of-way, pursuant to the terms of that certain Temporary, Nonexclusive, Revocable License Agreement by and between the City of Newport News, Virginia, and Wavelength Technologies, Inc., dated the 1st day of July, 2015, hereinafter referred to as the Agreement, for the placement, use and maintenance of its facilities to be used for telecommunications purposes.
2. That satisfaction by Wavelength Technologies, Inc., of all federal, state and local laws, rules, and regulations affecting the use of the City's rights-of-way are conditions precedent to the use of such rights-of-way pursuant to the Agreement.
3. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest the Agreement on behalf of the City of Newport News.
4. That a copy of the said License Agreement is attached hereto and made a part hereof.
5. That this resolution will be in effect on and after the date of its adoption, July 14, 2015.

CITY OF NEWPORT NEWS, VIRGINIA

WAVELENGTH TECHNOLOGIES, INC.

TEMPORARY, NONEXCLUSIVE, REVOCABLE LICENSE AGREEMENT

This Temporary, Nonexclusive, Revocable License Agreement (hereinafter "Agreement") dated this 1st day of July, 2015, by and between the **CITY OF NEWPORT NEWS, VIRGINIA**, a Virginia municipal corporation (hereinafter "City") and **WAVELENGTH TECHNOLOGIES, INC.**, hereinafter "Wavelength", a Virginia corporation having its principal office at 23266 Pearl Court, Carrollton, Virginia 23314.

WHEREAS, Wavelength Technologies, Inc., on July 1, 2010, was granted a temporary, nonexclusive, revocable license to install underground conduit containing fiber optic cable in the City's right -of-way ("License"), which said License will expire on June 30, 2015; and

WHEREAS, Wavelength has requested the renewal of its License in order to continue to provide a link between buildings for the exclusive use by Huntington Ingalls Industries, Inc. for its private network telecommunications; and

WHEREAS, the Commonwealth of Virginia has adopted legislation regarding public rights-of-way and telecommunication facilities; and

WHEREAS, Wavelength desires to use the City's rights-of-way at its own risk; and

WHEREAS, the City is agreeable to allowing Wavelength to use the City's rights-of-way subject to certain terms and conditions hereinafter set out and subject to any regulatory ordinances affecting telecommunications facilities and this Agreement that may be adopted by the City in the future.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and Wavelength agree as follows:

Section 1: Grant of Authority. Wavelength is hereby granted a temporary nonexclusive revocable License to construct and maintain telecommunications facilities in, over, under, and across the public ways, as indicated on the route diagram attached as Exhibit 1, within the City for the sole purpose to provide conduit within which shall be located a fiber optic telecommunication system link for the exclusive internal use by Huntington Ingalls Industries, Inc. for its private network telecommunications. Wavelength will provide with its right-of-way permit application(s) pursuant to Section 17.4 of this Agreement a detailed route diagram and detailed description of all proposed facilities, appliances, their location, and construction requirements. This License does not include any provisions for any public telecommunications facilities, public cable television or public information services facilities, any public wireless services facilities, or any other types of public services facilities. The City specifically reserves the right to grant other licenses, permits, and rights to others for the use of its rights-of-way as it, in its sole discretion, deems appropriate for any purpose.

Section 2: Definitions. For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

"Affiliate" means a person that directly, or indirectly, through one or more intermediaries, owns, controls, is owned or controlled by, or is under common ownership or control with another person.

"Cable Act" shall mean the Cable Communications Policy Act of 1984, 47 U.S.C. §521, *et seq.* as now and hereafter amended.

"City" means the City of Newport News, Virginia, and where appropriate its officers, agents, employees and volunteers.

"City property" means and includes all real property owned by the City, other than public streets and utility easements, as those terms are defined herein, and all property held in a proprietary capacity by the City, which are not subject to right-of-way franchising as provided by law.

"Communications Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, and as may be amended from time to time.

"Federal Communications Commission" means the Federal administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.

"Fiber Optic Telecommunications System Link" means a direct point-to-point connection which provides a continuation of a private network system used to provide internal communications between different geographic locations owned or operated by the same person.

"HDPE" means High Density Polyethylene Underground type of underground conduit to be utilized by Wavelength pursuant to this Agreement.

"Maintenance" means any effort or expenditure taken or made by Wavelength to preserve, repair, or improve existing telecommunications facilities or infrastructure in accordance with generally accepted industry standards.

"Other ways" means the highways, streets, alleys, utility easements or other rights-of-way within the City, but under the jurisdiction and control of a governmental entity other than the City.

"Person" means any natural person, corporation, company, association, joint stock company or association, firm, partnership, limited liability company, joint venture, trust, individual and any other legally recognized entity, private or public, whether for profit or not-for-profit and includes the officers, agents, employees or representatives of such entity where appropriate.

"Public street" means the surface of and the space above and below any public street, road,

highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including non-paved surfaces, now or hereafter held by the City for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer easements or similar public use.

"Public Utility" or "Utility" shall be defined in accordance with applicable Virginia laws regarding public utilities.

"Public way" means and includes all public streets, as those terms are defined herein, now or hereafter held or controlled by the City, but only to the extent of the City's right, title, interest or authority to grant a License to occupy and use such streets and easements for telecommunications facilities.

"State" or "Commonwealth" means the Commonwealth of Virginia.

"State Corporation Commission" means the State administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers in the Commonwealth of Virginia.

"Surplus space" means that portion of the usable space on a utility pole which has the necessary clearance from other pole users, as required by the orders and regulations of the State Corporation Commission or other regulatory entity, to allow its use by a telecommunications carrier for a pole attachment.

"Telecommunications facilities" means the plant, equipment and property, including but not limited to, fiber optic cables, cables, lines, wires, conduits, ducts, circuits, pedestals, antennae, electronics and other appurtenances or technology used or to be used to transmit, receive, distribute, provide or offer telecommunications services, including fiber optic telecommunication system links.

"Telecommunications service" means the providing or offering for rent, sale or lease, or in exchange for other value received, the transmittal of signals, including but not limited to voice, data, image, graphic or video or other programming information between or among points by wire, lines cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite or other telecommunications facilities.

"Telecommunications system," means the same as **"Telecommunications facilities."**

"Wavelength" means Wavelength Technologies, Inc.

Section 3: Compliance with Applicable Law. City and Wavelength shall at all times comply with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to the Communications Act.

Section 4: Permits. Wavelength, including its contractors and consultants, prior to any construction or work will obtain all appropriate permits therefor, including any application and

permit for street opening if any streets will be disturbed.

Section 5: Wavelength's Authority. Wavelength warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal and state agencies or authorities to provide the fiber optic telecommunications system link it intends to provide within the City, and upon request by the City will provide evidence of such authority.

Section 6: License Only. Wavelength acknowledges and agrees that all it is granted by this Agreement is a temporary nonexclusive revocable license and that no other rights of any kind are granted by this Agreement.

Section 7: Application of Telecommunications Regulatory Ordinance. Wavelength acknowledges and agrees that the City may develop a regulatory ordinance that will affect telecommunications facilities in the City. Wavelength acknowledges and agrees that it will be subject to any final regulatory ordinance affecting telecommunications facilities that the City may adopt in accordance with state and federal law, and that Wavelength will comply with the terms of such regulatory ordinance, specifically including compensation due to the City in accordance with local, state and federal laws.

Section 8: Compensation. Wavelength acknowledges and agrees that the compensation Wavelength will owe the City, if any, for the use of the City's public ways or other areas has not yet been determined, but will be determined upon the City's adoption of a regulatory ordinance affecting telecommunications facilities.

Section 9: Term.

9.1: The term of this Agreement shall commence on July 1, 2015, and terminate on June 30, 2016, or upon the adoption of a regulatory ordinance affecting telecommunications facilities by the City, at which time all rights of the License under this Agreement shall terminate, except as provided herein. If such adoption does not occur by June 30, 2016, the term of this Agreement shall automatically extend for one (1) year, or until such ordinance and license takes effect, whichever occurs first, and from year to year thereafter; however, the terms of this Agreement shall not exceed five (5) years in the aggregate from the commencement date of the first term. If this Agreement is not otherwise terminated and automatically renews itself from year to year, on June 30, 2020, this Agreement shall expire by its own terms.

9.2: If prior to June 30, 2020, either party desires to enter into a new agreement, they may do so by providing written notice thereof to the other party at the address contained in the then current version of Section 53. Upon receipt of such a notice, the receiving party shall determine if it desires to renegotiate a new agreement. If so, the parties may begin negotiations toward a new agreement; if not, no new negotiations will commence and the termination of this Agreement on June 30, 2020, shall be final.

Section 10: Other Remedies. Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the City or Wavelength may have, at law or in equity, for

enforcement of this Agreement.

Section 11: Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

Section 12: Transfer of Ownership. Wavelength shall not sell, transfer, lease, assign, sublet, or dispose of, in whole or in part, either voluntarily or by force or involuntary sale, or ordinary sale, consolidation, or otherwise any (except to a parent or affiliate, or in connection with financing by Wavelength in the ordinary course of business) of the rights or privileges granted by this Agreement without the prior written consent of the City Council, which consent shall not be unreasonably withheld. Notwithstanding any other provision of this Agreement, no consent from the City shall be required for a transfer in trust, mortgage, collateral, assignment or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a *pro forma* transfer to a person controlling, controlled by or under common control with Wavelength.

Section 13: Costs. Wavelength will pay to the City, upon submission of itemized invoices, the costs and expenses incurred by the City related to the grant of this License Agreement.

Section 14: Location of Facilities. All telecommunications facilities shall be constructed, installed and located in accordance with the City's Design Criteria Manual, 2nd Edition dated August 1997, as amended, and the following terms and conditions, unless otherwise specified by the City:

14.1: Wavelength shall install its telecommunications facilities underground in locations and in such a manner as first approved by the City. Wavelength may not install any above ground facilities within the City's rights-of-way without the prior written consent of the City's Department of Engineering.

14.2: In the event the City determines, in its sole discretion, that it is necessary for Wavelength to locate or relocate its telecommunications facilities, such location or relocation shall be at the sole expense of Wavelength and shall be underground unless otherwise approved in writing by the City's Department of Engineering.

Section 15: Permits. Wavelength is required to obtain, at its sole cost and expense, all applicable permits for telecommunications facilities as required by law and this Agreement. However, nothing herein shall prohibit the City and a Wavelength from agreeing to an alternative plan to review permit and construction procedures provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

Section 16: Public Works. The rights and privileges granted by this Agreement shall not be in preference or hindrance to the rights of the City and any other lawful governmental authorities having jurisdiction to perform or carry out any public works or public improvements. Should the telecommunications system interfere with the construction, maintenance or repair of such public

works or improvements, Wavelength, at its expense, shall protect or relocate the telecommunications system, or any applicable part thereof, as directed by the City or other governmental authorities having jurisdiction so long as such directions are in compliance with the §56-468.2 of the Code of Virginia, 1950, as amended.

Section 17: Use of Public Ways.

17.1: Wavelength, in any opening it shall make in the public ways of the City, shall be subject to the provisions of this Agreement and to all applicable ordinances, codes and regulations of the City. Wavelength shall locate its telecommunications system so as not to interfere with the public safety or with the convenience of persons using the public ways.

17.2: The City reserves the right by resolution of the City Council or otherwise through proper representatives of the City to specifically designate the location of Wavelength's telecommunications system with reference to municipal facilities, such sewer and water mains, drainage facilities, fiber optic cables, signal poles, lines, and other similar facilities; other facilities, such as public telephone utilities, public electric utilities, public cable television utilities; and railway communication and power lines, in such a manner as to protect the public safety and public and private property. Failure by the City to so designate does not relieve Wavelength of its responsibilities in matters of public safety as provided in this Agreement. Wavelength shall construct, maintain and locate its telecommunications system so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal and fiber optic facilities of the City.

17.3: Except in the cases of emergencies, Wavelength shall not move, alter, change or extend any of its telecommunications system in any public way unless prior written notice of its intention to do so is given to the City Manager and permission in writing to do so is granted by the City Manager or such requirement is waived in writing by the City Manager. Such permission shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility or public service corporation for their respective purposes and functions. Such work by Wavelength shall also be specifically coordinated with the City's annual paving program through the Office of the City Engineer.

17.4: The City may require that written permits, in any and all cases, be obtained by Wavelength whenever it becomes necessary for Wavelength to excavate in the public ways in order to install, construct, maintain or extend the telecommunications system. Such permits, if required, may be made applicable to any and all types of excavations in the public ways, as prescribed by City, and City may establish a fee for each excavation made in a public way by Wavelength. Such permits may require the particular part or point of the public ways where construction or excavation is to be conducted, the length of time in which such permit shall authorize such work to be done and the hours of each day during which such work shall be undertaken. A single permit may be issued for multiple excavations to be made in public ways; provided, however, any public way opening fee established by City shall apply to each excavation made in public ways of the City. Exceptions to

the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in the public ways without permit, Wavelength shall make a good faith attempt to immediately notify the Director of Engineering, or his designee, to obtain appropriate guidance and authority, however, in the event Wavelength is unable to make such contact after making a good faith effort to do so, Wavelength may make a report of each such excavation to the City within two (2) working days and pay such fee as may be established by City for excavations in public ways by Wavelength. Any permit applications and inspections related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay Wavelength in efficiently discharging its public service obligation.

17.5: Immediately after installation, repair or extension of the telecommunications system or any portion thereof or any pavement cut by Wavelength in any public way of the City, the incidental trenches or excavations shall be refilled by Wavelength in a manner acceptable to the City Manager and the City's Design Criteria Manual. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by Wavelength at its own expense; however, where it is necessary, and if authorized by the City, in order to achieve the former conditions, Wavelength shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then Wavelength at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, Wavelength shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the City Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the City Engineer. Wavelength shall maintain, repair and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by Wavelength, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by Wavelength.

17.6: Wavelength shall promptly remove or correct any obstruction, damage, or defect in any public way which may have been caused by Wavelength in the installation, operation, maintenance or extension of Wavelength's telecommunications system. Any such obstruction, damage, or defect which is not promptly removed, repaired or corrected by Wavelength after proper notice so to do, given by the City to Wavelength, may be removed or corrected by the City, and the cost thereof shall be charged against Wavelength and may be enforced as a lien upon any of Wavelength's properties or assets. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, communication facilities or other property resulting from construction or maintenance of telecommunications system shall be borne by and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by the Wavelength to the City.

(a) If weather or other conditions do not permit the complete restoration required by this Section, Wavelength shall temporarily restore the affected public ways or property. Such temporary restoration shall be at the Wavelength's sole expense and the Wavelength shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(b) Wavelength or any other person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including the Virginia Department of Transportation flagging requirements.

17.7: Wavelength shall not open, disturb or obstruct, at any one time, any more of the public ways than reasonably may be necessary to enable it to proceed in laying or repairing its telecommunications system. Neither shall Wavelength permit any public ways so opened, disturbed or obstructed by it in the installation, construction, repair or extension of its telecommunications system to remain open or the public way disturbed or obstructed for a longer period of time than reasonably shall be necessary. In all cases where any public ways shall be excavated, disturbed or obstructed by Wavelength, Wavelength shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals and other devices necessary or proper to adequately give notice, protection and warning to the public of the existence of all actual conditions present.

17.8: Whenever the City shall widen, reconstruct, realign, pave or re-pave, or otherwise work on any public ways, or shall change the grade or line of any public ways, or shall construct or reconstruct any water, sanitary sewer, storm sewer, drainage or communications facility of the City, it shall be the duty of Wavelength to move, alter or relocate its telecommunications system or any part thereof as requested by the City. Upon written notice by the City Manager of the City's intention to perform work as specified above, Wavelength shall within a reasonable period of time accomplish its obligation in accordance with and to conform to the plans of the City for such construction, reconstruction or improvements. Should Wavelength fail, refuse or neglect to comply with such notice, the telecommunications system or any part hereof may be removed, altered or relocated by the City and the City shall not be liable to Wavelength for any damages resulting from such removal, alteration or relocation. All relocation costs shall be handled in accordance with the §56-468.2 of the Code of Virginia, 1950, as amended.

Section 18: Damage to Property. Wavelength, nor any person acting on Wavelength's behalf, shall take any action or permit any action to be done which may impair or damage any City property or public ways of the City; or any other ways or property located in, on or adjacent thereto.

Section 19: Unexpected Repair and Emergency Work. In the event of an unexpected repair or emergency, Wavelength may commence such repair and emergency response work as required under the circumstances, provided Wavelength shall notify the City as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable.

Section 20: Maintenance of Facilities. Wavelength shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.

Section 21: Safety Standards. Wavelength shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries or nuisances to the public.

Section 22: Police Power. All rights and privileges granted hereby are subject to the lawful exercise of the police power of the City to adopt and enforce local laws, rules and regulations necessary to the health, safety and general welfare of the public. Expressly reserved to the City is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

Section 23: Relocation or Removal of Facilities. Within one hundred and twenty (120) days following written notice from the City, Wavelength shall temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the public ways whenever the City shall have determined that such removal, relocation, change or alteration is reasonable necessary for:

23.1: The construction, repair, maintenance or installation of any City facilities or other public improvement in or upon the public ways.

23.2: The operations of the City or other governmental entity in or upon the public ways.

23.3: The costs associated with any such relocation shall be handled in accordance with the §56-468.2 of the Code of Virginia, 1950, as amended.

Section 24: Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the City as the City may determine to be necessary, appropriate or useful in response to any life-threatening emergency. The City will endeavor to notify Wavelength of such emergencies that may impact their telecommunications facilities. Nothing herein shall create any duties or obligations on the City to so notify Wavelength nor shall the City, its officers, agents, employees, or volunteers in any way be liable for any failure to notify Wavelength.

Section 25: Damage to Wavelength's Facilities. Except for acts of gross negligence or willful misconduct, the City, its officers, agents, employees, or volunteers who give of their time in the performance of City functions, shall not be liable for any damage to or loss of any Wavelength's telecommunications services or telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

Section 26: Facilities Maps. Wavelength shall provide the City with "as built" drawings and an accurate map or maps to include a digitized map(s) in both printed and electronic form readable by the current version of Auto CAD and tied to the Virginia State Plane Coordinate System and tied

to the City's Survey Control monuments and geographic information system certifying the location of all telecommunications facilities within the City within sixty (60) days after completion of the installation of the backbone for Wavelength's telecommunications system. Wavelength shall, upon request, provide updated maps annually.

Section 27: Duty to Provide Information. Within fourteen (14) days of a written request from the City, Wavelength shall furnish the City with information sufficient to demonstrate:

27.1: That Wavelength has complied with all requirements of this Agreement.

27.2: That all municipal sales, telecommunications taxes, utility taxes or any other taxes or charges due the City in connection with the telecommunications services or facilities provided by the Wavelength have been properly collected and/or paid by Wavelength.

27.3: All books, records, maps, and other documents maintained by Wavelength with respect to its facilities within the City's public ways shall be made available for inspection by representatives of the City at least every six (6) months and at other reasonable times and intervals.

Section 28: Insurance and Bond Requirements.

28.1: Requirement of Insurance. Wavelength shall, at its expense, obtain and maintain during the life of this Agreement the insurance and bond required by law and this Agreement. Any required insurance and bond shall be effective prior to the beginning of any work by Wavelength within the City.

28.2 Commercial General Liability. Wavelength shall maintain during the life of this Agreement Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limits of liability for this coverage shall be \$2,000,000 combined single limit for any one occurrence.

28.3: Contractual Liability. Wavelength shall maintain during the life of this Agreement broad form Contractual Liability insurance including the indemnification obligation set forth in this Agreement.

28.4: Workers' Compensation. Wavelength shall maintain during the life of this Agreement Workers' Compensation insurance covering Wavelength's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance for all its employees engaged in work under this Agreement.

28.5: Automobile Liability. Wavelength shall maintain during the life of this Agreement Automobile Liability insurance. The minimum limit of liability for such insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

28.6: **Umbrella Coverage.** The insurance coverages and amounts set forth in the preceding subsections of this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$5,000,000. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by the preceding subsections, and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by Wavelength to the City.

28.7: **Pollution Liability Insurance.** Wavelength shall maintain during the life of this Agreement Pollution Liability insurance in the amount of \$1,000,000 each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants, which are discharged suddenly and accidentally. Also the insurance will provide coverage for cleanup costs.

28.8: **Evidence of Insurance.** All insurance shall meet the following requirements:

(a) Wavelength shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles, the amount of such deductible being subject to approval by the City.

(b) The required insurance shall include an endorsement containing substantially the following statement: "The insurance shall not be canceled or materially altered, except after thirty (30) days written notice has been received by the City of Newport News, Virginia."

(c) The required insurance shall name the City of Newport News, its officers, agents, employees and volunteers as additional insureds.

(d) Insurance coverage shall be in a form and with an insurance company approved by the City which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement granted shall be authorized to do business in the Commonwealth of Virginia.

Section 29: Liability. Except for gross negligence or wilful misconduct committed by the City or its officers, agents, employees or volunteers, Wavelength agrees and binds itself to indemnify, keep and hold the City, its officers, agents, employees and volunteers who give of their time in the performance of City functions, free and harmless from any and all claims, causes of action, damages or any liability on account of any injury or damage of any type to any persons or property growing out of or directly or indirectly resulting from any act or omission of Wavelength, including but not limited to: (a) Wavelength's use of the public ways or other property in the City; (b) the acquisition, construction, reconstruction, erection, installation, operation, maintenance, repair or extension of Wavelength telecommunications facilities; (c) the exercise of any right or privilege granted by or under this Agreement; or (d) the failure, refusal or neglect of Wavelength to perform any duty imposed upon or assumed by Wavelength by or under this Agreement. In the event that any suit or proceeding shall be brought against the City at law or in equity, either independently or jointly

with Wavelength on account thereof, Wavelength, upon notice given to it by the City, will defend the City in any such action or other proceeding at the cost of the Wavelength. In the event of any settlement or final judgment being awarded against the City, either independently or jointly with Wavelength, then Wavelength will pay any such settlement or judgment or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the City, its officers, agents, employees and volunteers who give of their time in the performance of City functions, harmless therefrom.

Section 30: Hazardous Materials.

30.1 While on or near the City's property or easements or in its performance of this Agreement Wavelength shall not transport, dispose of or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement; and in any event Wavelength shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances or waste. Regardless of the City's, acquiescence, Wavelength shall indemnify and hold the City, its officers, agents, employees and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines or penalties, including reasonable attorney's fees, resulting from Wavelength's violation of this paragraph and agrees to reimburse the City for all costs and expenses incurred by the City in eliminating or remedying such violations. Wavelength also agrees to reimburse the City and hold the City, its officers, agents, employees and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of Wavelength use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the City's premises.

30.2 Wavelength shall protect, indemnify, and hold harmless the City from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any telecommunication facilities or the provision of telecommunication service.

Section 31: Performance and Labor and Material Surety. Before this Agreement is effective, and as necessary thereafter, Wavelength shall provide and deposit such monies, bonds, letters of credit or other instruments in form and substance acceptable to the City as may be required by law or this Agreement.

Section 32: Bond. Within 10 consecutive calendar days after the effective date of this Agreement but before any construction is commenced, Wavelength shall furnish to the City a performance bond made payable to the City in the amount required by the City Code. The Performance Bond is to guarantee that the project is done in a proper manner without damage to the public ways or other areas of the City. The bonds shall be written by a corporate surety acceptable to the City and authorized to do business in the Commonwealth of Virginia. This bond shall remain in place until ninety (90) days after completion of construction of the backbone for Wavelength's telecommunications facilities.

The bond shall guarantee, to the satisfaction of the City:

- (a) timely completion of construction;
- (b) construction in compliance with applicable plans, permits, technical codes and standards;
- (c) proper location of the facilities as specified by the City;
- (d) restoration of the public ways and other property affected by the construction;
- (e) the submission of "as-built" drawings after completion of the work as required by this Agreement; and
- (f) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work.

Section 33: Coordination of Construction Activities. Wavelength is required to cooperate with the City.

33.1: Anytime Wavelength plans expansion of its backbone system, Wavelength shall provide the City with a schedule of its proposed construction activities in, around or that may affect the public ways.

33.2: Wavelength shall meet with the City and other users of the public ways annually, or as otherwise determined by the City, to schedule and coordinate construction in the public ways

33.3: All construction locations, activities and schedules shall be coordinated, as ordered by the City Engineer, to minimize public inconvenience, disruption or damages.

Section 34: Non-enforcement by City. Wavelength shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City, upon any one or more occasions, to insist upon Wavelength's performance or to seek Wavelength's compliance with any one or more of such terms or conditions of this Agreement.

Section 35: Construction Codes. Telecommunications facilities shall be constructed, installed, operated and maintained in accordance with all applicable federal, state and local codes, rules and regulations, specifically including the National Electrical Safety Code or other electrical code adopted by or mandated on the City.

Section 36: Engineer's Certification. All permit applications shall be accompanied by the certification of a registered professional engineer that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations.

Section 37: Traffic Control Plan. All permit applications which involve work on, in, under, across or along any public ways shall be accompanied by a traffic control plan demonstrating the protective measures and devices that will be employed, consistent applicable local, state and federal laws and regulations, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic.

Section 38: Issuance of Permit. Within forty-five (45) days after submission of all plans and documents required of the applicant, including the detailed route diagram and description of facilities required by Section 1 of this Agreement, and payment of any fees required by this Agreement, and compliance with the provisions of the Code of Virginia, 1950, as amended, the City, if satisfied that the applications, plans and document comply with all requirements of this Agreement, shall issue a permit authorizing construction of the facilities, subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as may be deemed necessary or appropriate.

Section 39: Construction Schedule. Wavelength shall submit a written construction schedule to the City Engineer not less than ten (10) working days before commencing any work in or about the public ways. Wavelength shall further notify the City Engineer not less than five (5) working days in advance of any excavation or work in the public ways and shall comply with the provisions of the Virginia Underground Utility Damage Prevention Act, § 56-265.14 et. seq. of the Code of Virginia, 1950, as amended, regardless of whether Wavelength is required to do so by law.

Section 40: Compliance with Permit. All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The City and its representatives shall be provided access to the work and such further information as it may reasonably require to ensure compliance with such requirements.

Section 41: Display of Permit. Wavelength shall maintain a copy of the right-of-way construction permit and approved plans at the construction site, which shall be displayed and made available for inspection by the City at all times when construction work is occurring.

Section 42: Survey of Facilities. Wavelength shall supply and specify the location of all facilities by depth, line, grade, proximity to other facilities or other standard. Wavelength shall cause the location of such facilities to be verified, to the extent required, by a registered state surveyor. Wavelength shall relocate, at its expense, any facilities which are not located in compliance with permit requirements.

Section 43: Noncomplying Work. Upon order of the City, all work which does not comply with the permit, the approved plans and specifications for the work, or the requirements of this Agreement, shall be removed forthwith at the sole expense of Wavelength.

Section 44: Completion of Construction. Wavelength shall promptly complete all construction activities so as to minimize disruption of the City ways and other public and private property. All construction work authorized by a permit within City ways, including restoration, must be completed within ninety (90) days of the date of issuance of the right-of-way construction permit.

Section 45: Landscape Restoration.

45.1: All trees, landscaping and grounds removed, damaged or disturbed as a result of the construction, installation maintenance, repair or replacement of telecommunications facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work.

45.2: All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the City Engineer.

Section 46: Responsibility of Owner. The owner of the facilities to be constructed and, if different, Wavelength is responsible for performance of and compliance with all provisions of this Agreement.

Section 47: Controlling Law. This Agreement shall be construed and enforced in accordance with the substantive law of the City of Newport News, Virginia, the Commonwealth of Virginia and the United States of America, as well as any applicable local, state or federal regulations.

Section 48: Captions. The paragraph Captions and Headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 49: Nondiscrimination. Wavelength shall not discriminate on the basis of race, religion, color sex or national origin in its employment practices, contacting or provision of services.

Section 50: Commencement of Work. Wavelength will not commence work within the City until detailed plans have been provided to and approved by the City Engineer.

Section 51: Forum Selection. By virtue of entering into this Agreement, Wavelength agrees and submits itself to a court of competent jurisdiction in the City of Newport News, Virginia, or in the United States District Court for the Eastern District of Virginia, Newport News Division, and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of the Commonwealth of Virginia or any applicable federal laws or by any regulatory body with jurisdiction including the Federal Communications Commission.

Section 52: Removal of Wavelength's Facilities. If the City adopts a regulatory ordinance affecting telecommunications facilities, and if Wavelength is awarded a license or otherwise has or is granted authority pursuant thereto, then on the effective date of any such award or authority, the terms and conditions of that regulatory ordinance shall supersede the terms and conditions of this Agreement to the extent they are inconsistent, and to that extent, this Agreement shall be automatically and immediately terminated. However, if Wavelength is not awarded a subsequent license or otherwise granted rights by any future ordinance adopted or license granted by the City, or if the term of this Agreement expires or the rights granted to Wavelength by this Agreement are

revoked by the City, subject to applicable laws, Wavelength shall immediately cease operations within the City and shall not be permitted to operate, maintain or repair its existing encroachments or facilities and shall promptly remove any and all of Wavelength's facilities and equipment within the City, all at the sole cost of Wavelength.

Section 53: Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows:

If to City to: City Manager
 2400 Washington Avenue
 Newport News, Virginia 23607

With copy to: City Attorney
 2400 Washington Avenue
 Newport News, Virginia 23607

If to Wavelength to: Wavelength Technologies, Inc.
 23266 Pearl Court
 Carrollton, Virginia 23314

With copy to: C. Grigsby Scifres, Esq.
 c/o Williams Mullen
 222 Central Park Avenue, Suite 1700
 Virginia Beach, Virginia 23462

The City or Wavelength may from time to time designate any other address for this purpose by written notice to the other party.

Wavelength and the City, as evidenced by the execution of this Agreement by the undersigned agents, each having been first duly authorized, do hereby agree to abide by its terms, conditions, and obligations.

Witness the following signatures:

**CITY OF NEWPORT NEWS,
VIRGINIA**

WAVELENGTH TECHNOLOGIES, INC.

By: _____
City Manager

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Reviewed:

Assistant City Attorney

sdm13564

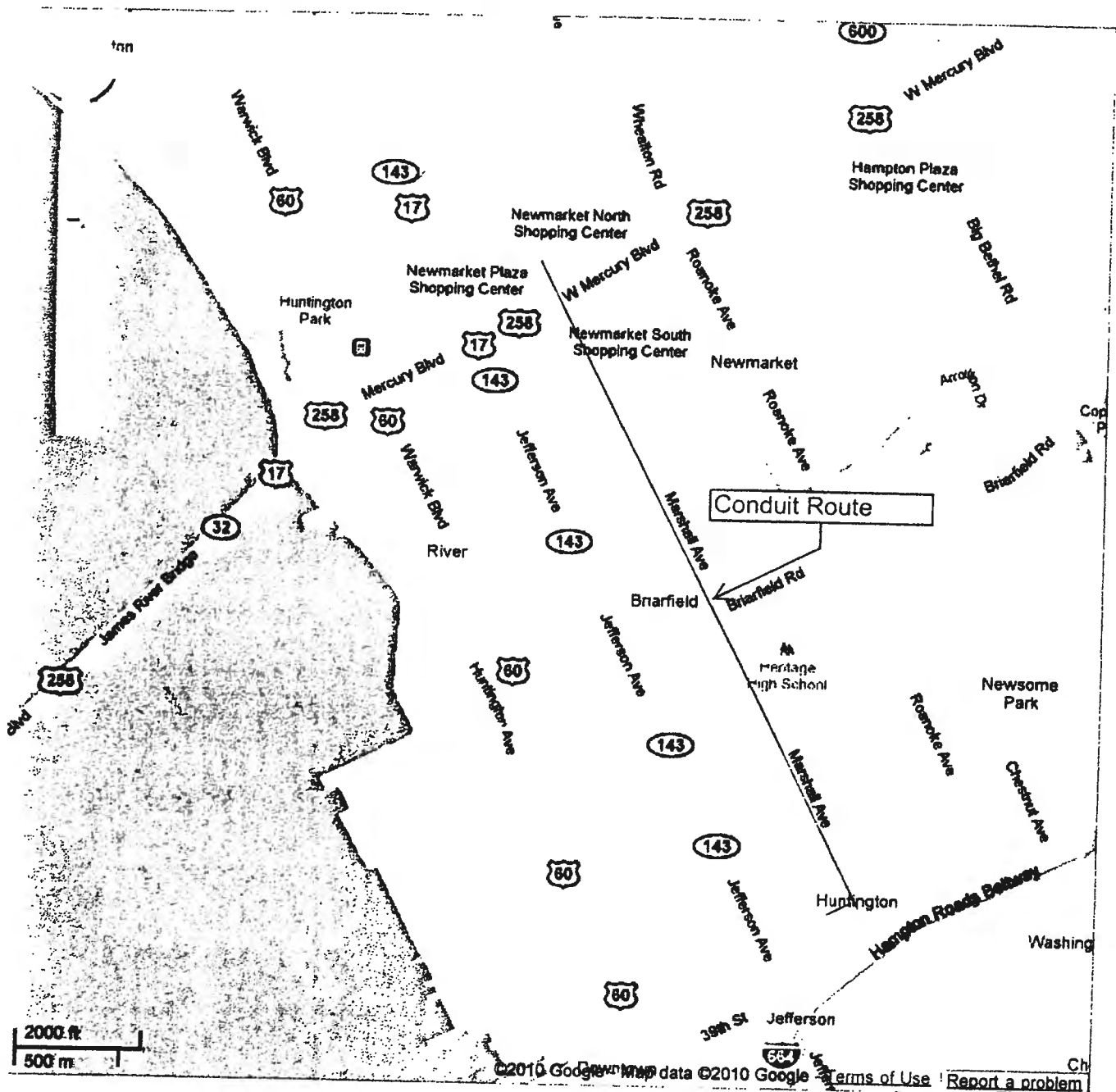
Google maps

Notes

Print



Notes



G. Other City Council Actions

4. Ordinance Authorizing the City Manager to Execute a Lease between the City of Newport News and Christopher Newport University (CNU), for Parcel 3 at Menchville Marina

ACTION:

A REQUEST TO ADOPT AN ORDINANCE
AUTHORIZING THE CITY MANAGER TO EXECUTE A
LEASE BETWEEN THE CITY OF NEWPORT NEWS
AND CHRISTOPHER NEWPORT UNIVERSITY (CNU)
FOR THE RIGHT AND PRIVILEGE TO CONDUCT AN
INSTRUCTIONAL SAILING PROGRAM ON PARCEL 3
AT MENCHVILLE MARINA.

BACKGROUND:

- The City has been leasing Parcel 3 at Menchville Marina to CNU for its Instructional Sailing Program.
- The current lease expired June 30, 2015 and prior to its expiration CNU requested a new lease.
- The new lease essentially contains the same terms and conditions as the previous lease, including a term of one-year, with four successive one-year options to renew at the discretion of the City Manager.

FISCAL IMPACT:

- The lease includes an annual rent of \$1.00 and continued responsibility for utilities, maintenance of the property and security of its equipment.
- The new lease provides an option for CNU to meet its lease insurance obligations through an additional rent component.
- The City Manager recommends approval.

Supporting Material

CM Memo re Lease to CNU for Menchville Marina Parcel

sdm13589 Ord Authorizing Lease between City and CNU (Sailing Program)

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

July 8, 2015

TO: The Honorable City Council

FROM: City Manager

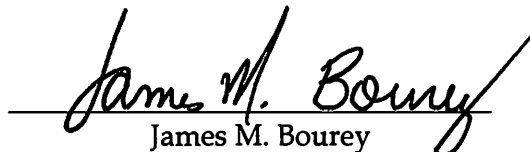
SUBJECT: Christopher Newport University Lease for Parcel 3 at Menchville Marina

For a number of years, the City has leased a 2.94± acre parcel (Parcel 3) at Menchville Marina to Christopher Newport University (CNU) for its Instructional Sailing Program. The term of the current Lease expired June 30, 2015. Prior to the Lease's expiration, CNU expressed its desire to continue leasing the parcel.

Since leasing Parcel 3, CNU renovated the former general store on the premises for use as a classroom, training and operational center for the instructional sailing program and constructed floating docks off the southern boundary of the parcel, with access to the waterfront for hands-on sailing instruction and competitive activities directly from the parcel.

The proposed new lease essentially contains the same terms and conditions as the previous lease, including a term of one-year, with four successive one-year options to renew at the discretion of the City Manager, an annual rent of \$1.00 and continued responsibility for all utilities, maintenance of the property and security of its equipment. The new lease adds an option for CNU to meet its insurance obligations under the lease through an additional rent component.

I recommend Council approve the Ordinance, prepared and provided to you by the City Attorney's Office, authorizing the lease of Parcel 3 at Menchville Marina to CNU for continuation of its Instructional Sailing Program and authorizing me to execute any documents necessary to effectuate the transaction.


James M. Bourey

JMB:tcf

cc: Michael D. Poplawski, Director, Department of Parks, Recreation & Tourism
Florence G. Kingston, Director, Department of Development

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN LEASE DATED THE 1ST DAY OF JULY, 2015, BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND CHRISTOPHER NEWPORT UNIVERSITY FOR THE RIGHT AND PRIVILEGE TO CONDUCT AN INSTRUCTIONAL SAILING PROGRAM.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Lease dated the 1st day of July, 2015, by and between the City of Newport News, Virginia, and Christopher Newport University for the right and privilege to conduct an instructional sailing program at Menchville Marina.
2. That a copy of the said Lease is attached hereto and made a part hereof.
3. That this ordinance shall be in effect on and after the date of its adoption, July 14, 2015.

MENCHVILLE MARINA LEASE

This **LEASE**, made this 1st day of July, 2015, by and between the **CITY OF NEWPORT NEWS**, a Municipal Corporation of the Commonwealth of Virginia, hereinafter called "the City", and **CHRISTOPHER NEWPORT UNIVERSITY**, hereinafter called "the Lessee".

WITNESSETH: That in consideration of the rent, covenants and conditions herein contained, which the Lessee, its successors and assigns, expressly agrees to pay, do and perform, the City does grant by lease unto the Lessee the following described property, known as the Menchville Marina, and hereinafter called the "demised premises", to-wit:

Parcel 3

All that certain lot, piece or parcel of land, consisting of 2.94± acres and identified as Parcel 3 on that certain plat attached hereto as Exhibit A, and including all improvements and ancillary structures located on said Parcel 3, and an easement to provide the right of ingress and egress to and over the boat ramp at the end of Menchville Road; said easement runs through the southwestern part of Parcel 1, to provide the Lessee and its invitees access to the waters of Deep Creek (hereinafter referred to as the "Easement Area").

The initial term of this Lease shall be for a period of one (1) year, commencing on July 1, 2015, unless sooner terminated as a result of abandonment of the demised premises by the Lessee or as otherwise provided herein. At the termination of the initial term of this Lease, and any renewal term, the Newport News City Manager (hereinafter referred to as City Manager), in his sole discretion, and after considering the criteria for renewal set forth hereafter, may renew this Lease at the request of the Lessee for successive additional one (1) year terms, but the total number of renewals shall not exceed four (4). In no event shall this Lease extend beyond June 30, 2020. The City Manager is authorized to renew this Lease based on the following criteria: (1) no delinquent rent payments are due, (2) the required maintenance of the demised premises is performed, and (3) the required insurance coverage is kept in place. The Lessee shall, no less than thirty (30) days prior to the termination of any one of the terms provided for herein, give notice in writing to the City Manager, or his authorized agent, of its request to renew; otherwise, the Lessee shall vacate the demised premises by the end of the said one year term. During any term, the City or the Lessee may cancel this Lease by giving written notice each to the other of cancellation at least six (6) months prior to the effective date of said cancellation.

The Lessee shall pay to the City for the use and occupancy of the demised premises rent at an initial annual rate of ONE DOLLAR (\$1.00) plus an amount equal to the cost to the City of insurance to cover the agreed activity on the property. Any additional activities or uses authorized in the future may require a renegotiation of the rental rate.

The annual payments are due and payable on execution of this Lease and at the time that any renewal thereof occurs. Failure to timely remit such rental payments to the City shall also be subject

to paragraph number 12 of this Lease.

From time-to-time during the initial term of this Lease, and during any renewal term, if the renewal option is exercised, the rent to be paid to the City and the insurance coverage required by paragraph number 13 shall be reviewed and renegotiated. The first renegotiation shall take place on or before July 1, 2016, and on or before July 1st (the "Renegotiation Date") annually thereafter. The insurance coverage required by paragraph number 13 of this Lease shall be reviewed at each renegotiation date, taking into consideration the use of the demised premises, the prevailing coverages for like uses within the insurance industry, the City's potential for exposure and the experience associated with the demised premises. If it is determined, at the sole discretion of the City, that the above considerations warrant an increase in insurance coverage, the Lessee shall forthwith provide such increased coverage.

In the event that changes in the rental payments or insurance coverage cannot be agreed upon within sixty (60) days of the renegotiation date, this Lease shall be cancelable by either party by giving the other party thirty (30) days notice in writing, at which time the demised premises shall be vacated by the Lessee. The Lessee shall continue to pay at the rental rate and perform all other obligations under this Lease until such time as the demised premises are vacated.

It is further covenanted and agreed between the parties hereto as follows:

1. Should the Lessee use the demised premises for any purpose other than for the purpose of conducting an instructional sailing program, then the City shall have the right and option to cancel this Lease and to collect all rentals due and unpaid.
2. The use of the demised premises shall be subject to all federal, state and local laws, as well as all regulations issued pursuant thereto.
3. The Lessee covenants and agrees that it will not use or employ the said demised premises or any part thereof for any purpose or in any manner which might be construed as a nuisance or contrary to the laws of the land.
4. Neither the whole nor any portion of the demised premises or any right thereunder shall be sublet without the written consent of the City first obtained. In the event the demised premises are sublet, the City reserves the right to renegotiate the terms of this Lease and to establish a new Lease with the Sublessee.
5. The Lessee agrees that this Lease is not transferable or assignable to any third person or entity. Any such transfer or assignment shall constitute cause for immediate termination of this Lease at the sole option of the City.
6. As additional consideration for this Lease, the Lessee agrees to maintain and keep in good repair all the buildings, mechanical equipment, improvements, and ancillary structures on

the demised premises, to maintain and mow the grass on all open areas of Parcel 3, as shown on Exhibit A, and to maintain and grade the parking area and the Easement Area as needed. The Lessee shall comply with all City ordinances in the repair, maintenance and grading of the improvements on the demised premises.

7. The Lessee agrees to an annual inspection of all buildings and structures on the demised premises by a City inspector.

8. No materials or supplies shall be stored in any area on the demised premises except in an enclosed building or behind a visual barrier approved by the City.

9. In no event and at no time shall the Lessee have the right to remove any improvements on the demised premises without the prior written approval of the City.

10. The City reserves the right of prior approval for installation of any improvement, structure or security fence on the demised premises.

11. No litter or debris shall be allowed to accumulate in open spaces on Parcel 3 and in the Easement Area. The Lessee shall mow the grass and keep the said open spaces free of weeds and brush. Uncontrolled growth of grass on the aforesaid open spaces is not allowed. The Lessee shall insure that no litter or debris is deposited into Deep Creek from the demised premises or the Easement Area. The Lessee shall insure compliance with this section by the Lessee's agents, servants, employees, invitees, guests and other persons utilizing the demised premises. If the Lessee has knowledge of litter, debris or obstacles to navigation adjacent to the demised premises, the Lessee shall remove the litter, debris, or obstacles from Deep Creek. If such is not possible, the Lessee shall notify the Newport News Department of Parks and Recreation of the litter, debris or obstacle in Deep Creek in order that arrangements may be made for its removal.

12. In the case of default or breach of any of the covenants or conditions herein contained to be performed by the Lessee, the City may cancel this Lease and shall have the right, at any time thereafter, to enter into and upon the said demised premises, or any part thereof, and the same again to have, repossess and enjoy as of its former estate. Prior to the exercise of its option to cancel this Lease pursuant to this paragraph, the City agrees to give written notice of such default or breach to the Lessee. If the Lessee cures the default or breach within a reasonable time, no basis for action pursuant to this paragraph shall lie. The time period within which the Lessee shall cure the default or breach shall in no case exceed sixty (60) days. Repeated defaults or breaches of this Lease or violations of law or regulations by the Lessee shall not be tolerated, and the Lessee agrees that the notice-to-cure provision of this paragraph may be, after thirty (30) days written notice, unilaterally withdrawn by the Newport News City Council if it finds that the provision has been abused. In the event this Lease is canceled pursuant to this paragraph, all unpaid rent shall become due and payable immediately.

13. The Lessee is an agency of the Commonwealth of Virginia and is self insured

through the Risk Management Plan adopted and administered by the Division of Risk Management of the Treasury of the Commonwealth of Virginia. Lessee shall provide to the City a Certificate of Insurance to reflect that coverage. If, during the term of this lease, and any renewals thereof, this coverage should cease and no replacement coverage be provided or obtained, this lease shall terminate.

14. The Lessee shall make all provisions for utilities which are needed or required. The Lessee shall be responsible for the payment of all utility services consumed at the demised premises, including, but not limited to, electricity, gas, water and sewage. The Lessee shall provide a sufficient number and size of solid waste disposal containers and a plan for the weekly emptying of same so as to accommodate the waste generated by the use of the demised premises.

15. The City's Park Rangers and other designated City representatives shall have the right to enter onto the demised premises during reasonable business hours for the purpose of ensuring that the Lessee is complying with applicable laws and the terms of this Lease.

16. No pier nor any obstruction to navigation shall be constructed beyond the high water mark into the waters of Deep Creek without the written permission of the City Manager, or his authorized agent.

17. The handling and storage of all petroleum products shall comply with all federal, state and local regulations.

18. This Lease shall be governed by the laws of the Commonwealth of Virginia.

19. The failure of the City at any time to require performance by the Lessee of any provision hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

20. The demised premises shall be used only for the following activities and no other activities or uses are permitted without the prior written consent of the City:

- a. Conducting an instructional sailing program, and
- b. Parking of vehicles necessary for the sailing program as restricted to the demised premises.

21. The Lessee agrees not to conduct a fuel dispensing service or operation on the demised premises.

22. The Lessee, upon termination or cancellation of this Lease, having paid all the rents due hereunder and otherwise fulfilled the covenants of this Lease, shall remove from the demised premises personal property placed thereon by it and shall leave the demised premises clean and clear of all debris. Any improvements or property left on the demised premises after the termination of

this Lease, shall become the property of the City, free and clear of all cost and expense to it. The Lessee shall not remove the improvements built on the demised premises, which said improvements are the property of the City.

23. This Lease represents the entire agreement between the City and the Lessee and supersedes all prior negotiations, representations or agreements, either written or oral. This Lease may be amended only by written instrument signed by both the City and the Lessee.

IN WITNESS WHEREOF, the City of Newport News has caused this Lease to be executed by its City Manager, with its seal hereto affixed, duly attested by its City Clerk, both thereunto first duly authorized; and Christopher Newport University has caused this Lease to be executed by its President/Executive Vice President, thereunto first duly authorized.

CITY OF NEWPORT NEWS, VIRGINIA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to form:

City Attorney

CHRISTOPHER NEWPORT UNIVERSITY

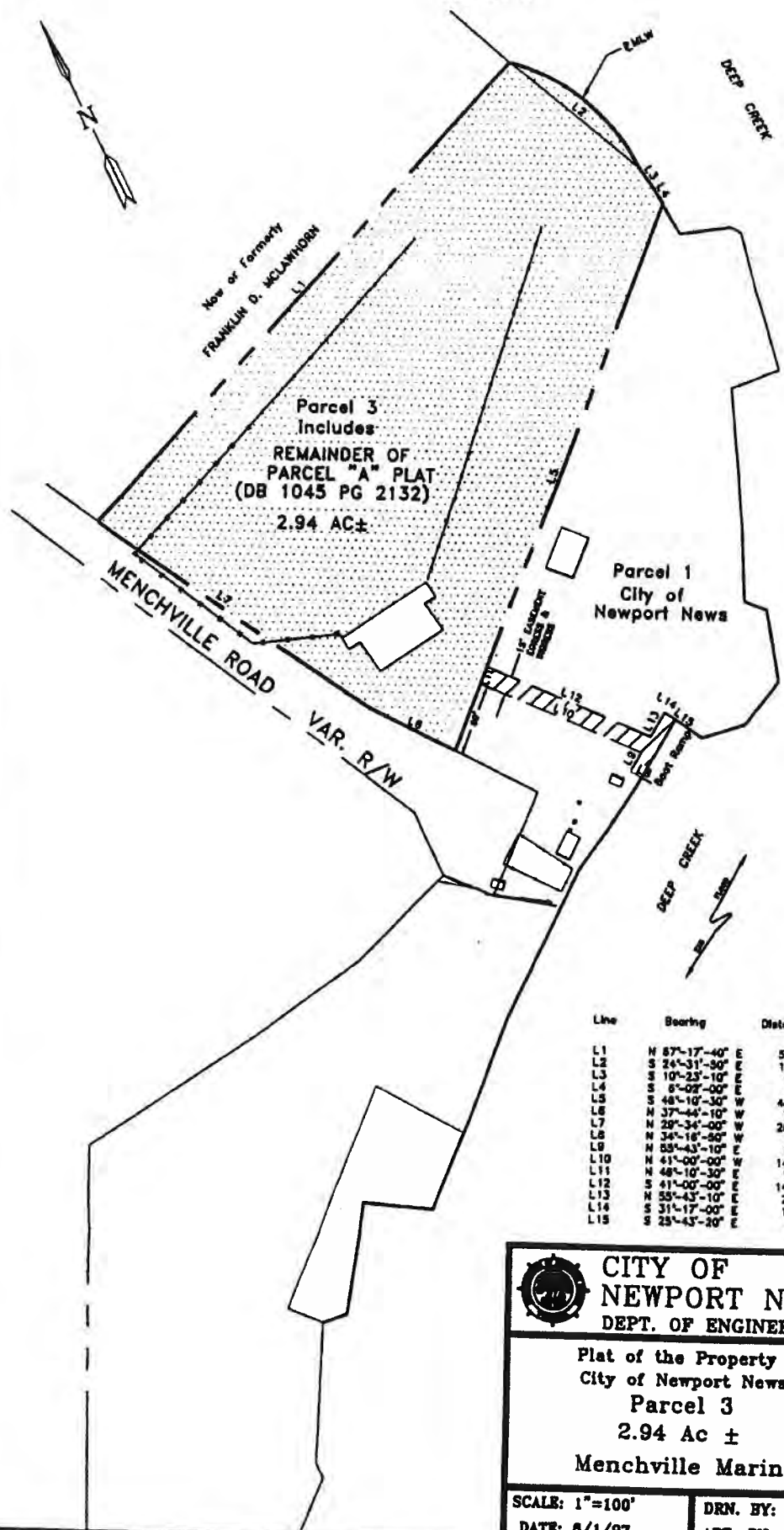
By: _____
President/Executive Vice President

Approved as to form by the Attorney General

By: _____
General Counsel

sdm13590

EXHIBIT A



Line	Bearing	Distance
L1	N 87°-17'-40" E	507.02'
L2	S 24°-31'-30" E	136.11'
L3	S 10°-23'-10" E	16.88'
L4	S 8°-02'-00" E	17.06'
L5	S 48°-10'-30" W	482.83'
L6	N 37°-44'-10" W	78.02'
L7	N 20°-34'-00" W	289.34'
L8	N 34°-18'-50" W	18.64'
L9	N 53°-43'-10" E	17.72'
L10	N 41°-00'-00" W	142.23'
L11	N 48°-10'-30" E	15.02'
L12	S 41°-00'-00" E	144.74'
L13	N 55°-43'-10" E	23.28'
L14	S 31°-17'-00" E	10.51'
L15	S 25°-43'-20" E	9.24'



**CITY OF
NEWPORT NEWS
DEPT. OF ENGINEERING**

Plat of the Property of
City of Newport News
Parcel 3
2.94 Ac ±
Menchville Marina

SCALE: 1"=100'
DATE: 8/1/97

DRN. BY: M. J.
APR. BY: J.K.A.

G. Other City Council Actions

5. Ordinance Authorizing the Renaming of a Public Right-of-Way, “Flannery O’Conner Street,” in the Port Warwick Development to “Flannery O’Connor Street”

ACTION:

A REQUEST TO ADOPT AN ORDINANCE RENAMING A PUBLIC RIGHT-OF-WAY, “FLANNERY O’CONNER STREET” IN THE PORT WARWICK DEVELOPMENT TO “FLANNERY O’CONNOR STREET.”

BACKGROUND:

- This street was originally platted and approved on March 14, 2002.
- The recordation created and named the right-of-way spelled, “Flannery O’Conner Street.”

FISCAL IMPACT:

- The signage costs would be the operating budget expenses associated with the cost of sign materials, installation and maintenance.
- The City Manager recommends approval.

Supporting Material

CM Memo re Renaming Flannery OConnor St

Attachment-Location Map Renaming Flannery O'Connor Street

sdm13586 Renaming a Public ROW Flannery O'Connor Street

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

July 8, 2015

TO: The Honorable City Council

FROM: City Manager

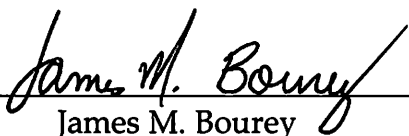
SUBJECT: Renaming Public Right-of-Way: "Flannery O'Connor Street"

City Council is requested to adopt an ordinance renaming an existing roadway, "Flannery O'Conner Street". The City has received a request from the Styron Square Association of Port Warwick to correct the spelling of a street in this community. On March 14, 2002, the City approved a plat for recordation for Port Warwick that created a public right-of-way named after the author Flannery O'Connor. However, the plat that was recorded had the name spelled, "Flannery O'Conner Street". As the plat is the legal recorded document, this spelling is the official spelling of the street unless City Council otherwise take action to rename this public-right-of-way.

A review of the tax records indicates there are three (3) parcels that have frontage and carry a public "Flannery O'Conner Street" address. Two (2) of these parcels are owned by First Church Ministries and the third is owned by the Styron Square Association. The church has been notified of the intent to correct the spelling and has not voiced concern.

Direct costs include changing the street name sign at the intersection of Loftis Boulevard. The signage costs would be the operating budget expenses associated with the cost of sign materials, installation and maintenance.

I recommend approval of the ordinance.


James M. Bourey

JMB:DTW:wjr

cc: Everett Skipper, Director, Department of Engineering



CITY OF NEWPORT NEWS, VIRGINIA

Renaming of Public Right-of-Way "Flannery O'Connor"



ORDINANCE NO. _____

AN ORDINANCE RENAMING A PUBLIC RIGHT-OF-WAY FROM FLANNERY O'CONNER STREET TO FLANNERY O'CONNOR STREET.

WHEREAS, the City Manager has recommended the renaming of that right-of-way in the City of Newport News currently designated and named Flannery O'Conner Street to Flannery O'Connor Street; and

WHEREAS, the Council of the City of Newport News is of the opinion that no public inconvenience will be occasioned if the right-of-way is renamed and therefore wishes to do so.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News, Virginia, that it desires to, and hereby does:

1. Rename that public right-of-way in the City of Newport News currently designated and named Flannery O'Conner Street to Flannery O'Connor Street.
2. Authorize and direct the City Attorney to cause a copy of this Ordinance to be recorded among the deeds and other records in the Newport News Circuit Court Clerk's Office.
3. This ordinance shall be in effect on and after the date of its adoption, July 14, 2015.

G. Other City Council Actions

6. Receipt of Bids for Authorizing a 20-foot Easement of Right-Of-Way Over City-owned Property Located at 301 Fort Eustis Boulevard

ACTION: A REQUEST TO CITY COUNCIL TO RECEIVE AND OPEN BIDS FOR AUTHORIZING A 20-FOOT EASEMENT OF RIGHT-OF-WAY OVER CITY-OWNED PROPERTY LOCATED AT 301 FORT EUSTIS BOULEVARD.

(After the receipt and opening of bids, City Council is requested to refer the bids to the City Manager for review and the presentation of a recommendation on August 11, 2015).

BACKGROUND:

- A request to receive bids was advertised in the *Daily Press* on June 15, June 22, June 29 and July 6, 2015.
- The proposed ordinance will authorize a 20' easement of right-of-way over City-owned property located at 301 Fort Eustis Boulevard.
- A Public Hearing has been advertised for the August 11, 2015 City Council meeting for consideration of the ordinance that will grant the easement to the successful bidder.

FISCAL IMPACT:

- N/A

Supporting Material

CM Memo re Receipt of Bids-301 Ft Eustis Blvd

sdm13493 Authorizing a Deed of Easement for a Petroleum Pipeline

CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

July 8, 2015

TO: The Honorable City Council

FROM: City Manager


SUBJECT: Receipt and Opening of Bids - 301 Fort Eustis Boulevard

City Council is requested to receive and open all bids submitted for granting a 20-foot easement over City-owned property located at 301 Fort Eustis Boulevard.

The City requested Colonial Pipeline Company to relocate its existing petroleum products pipeline to a more suitable location to facilitate the construction of a new dam at Lee Hall Reservoir. This Easement will grant the successful bidder the right and privilege to maintain, inspect, operate, protect, repair and replace with a pipeline of the same or smaller size, a pipeline and appurtenant facilities for the transportation of petroleum products.

The required public notice was advertised in the legal section of the *Daily Press* on June 15, June 22, June 29 and July 6, 2015.

I recommend that City Council receive and open all bids for granting an easement over the specified property and award the bid at its August 11, 2015 meeting.


James M. Bourey

JMB:WW

ORDINANCE NO. _____

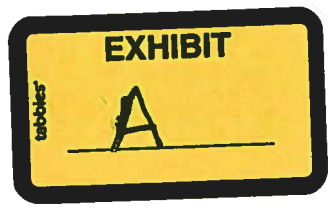
AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, A DEED OF EASEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND _____, GRANTING AN EASEMENT FOR A PETROLEUM PIPELINE UNDER AND ACROSS CITY-OWNED PROPERTY LOCATED AT 301 FORT EUSTIS BOULEVARD.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News, Virginia:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, a Deed of Easement by and between the City of Newport News, Virginia, and _____, which Deed shall first be approved by the Office of the City Attorney, granting a twenty (20) foot easement for a petroleum pipeline, to expire on October 28, 2027, under and across City-owned located at 301 Fort Eustis Boulevard, as more specifically shown on the plat attached hereto as Exhibit A.

2. That this ordinance shall be in effect on and after the date of its adoption, August 11, 2015.

MERIDIAN SOURCE: SEE NOTE 1



METES AND BOUNDS DESCRIPTION - Relocated Portion of 20' Colonial Pipeline Easement:

Beginning at a point on the northern right-of-way line of Fort Eustis Boulevard, said point being at the dividing line between Parcel 2-A and Lee Hall Reservoir, thence along said right-of-way line S 85° 40' 00" W - 149.41 feet to a point, thence leaving said right-of-way line running the following courses and distances, N 16° 18' 34" W - 43.87 feet to a point, N 31° 50' 26" W - 37.35 feet to a point, and N 16° 18' 34" W - 37.35 feet to a point, said point being the True Point of Beginning. Thence from the True Point of Beginning the following courses and distances, S 16° 18' 34" E - 74.69 feet to a point, N 31° 50' 26" W - 319.31 feet to a point, S 48° 06' 10" E - 36.76 feet to a point, S 48° 51' 19" E - 33.17 feet to a point, and S 31° 50' 26" E - 180.33 feet to a point being the True Point of Beginning and containing 4,988 square feet.

METES AND BOUNDS DESCRIPTION - Vacated Portion of 20' Easement:

Beginning at a point on the northern right-of-way line of Fort Eustis Boulevard, said point being at the dividing line between Parcel 2-A and Lee Hall Reservoir, thence along said right-of-way line S 85° 40' 00" W - 149.41 feet to a point, thence leaving said right-of-way line running the following courses and distances, N 16° 18' 34" W - 43.87 feet to a point, N 31° 50' 26" W - 37.35 feet to a point, and N 16° 18' 34" W - 37.35 feet to a point, said point being the True Point of Beginning. Thence from the True Point of Beginning the following courses and distances, N 16° 18' 34" W - 69.86 feet to a point, S 16° 18' 34" E - 33.17 feet to a point, S 48° 51' 19" E - 128.63 feet to a point, S 16° 18' 34" E - 175.89 feet to a point, and N 31° 50' 26" W - 74.69 feet to a point being the True Point of Beginning and containing 5,254 square feet.

WARWICK BOULEVARD
(VARIABLE WIDTH RIGHT-OF-WAY)

PORT EUSTIS BOULEVARD
(VARIABLE WIDTH RIGHT-OF-WAY)

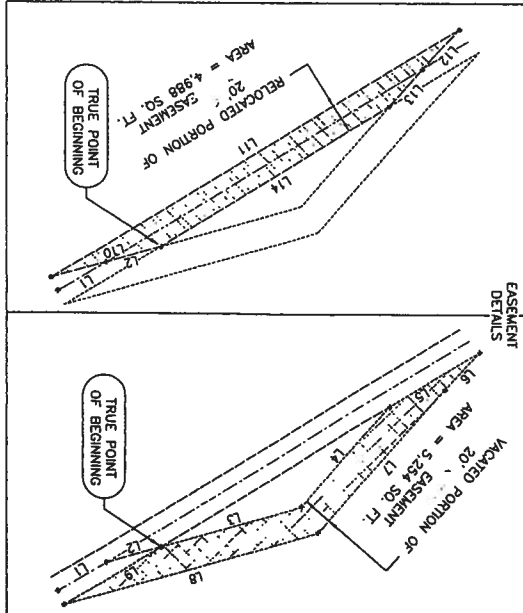
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	526.82	8.62	8.62	S94°28'58"W	0°56'15"	4.31'



JOHNSON, MERRIMAN & TROTHSON
Engineering & Surveying
272 Baffle Road, Suite 200, Virginia Beach, VA 23462
Ph: 757-498-1885 Fax: 757-552-1047

PORTION OF 20' PLAT SHOWING EASEMENT TO BE VACATED AND RELOCATED ON "PARCEL 2-A" PROPERTY OF THE CITY OF NEWPORT NEWS

SCALE: 1" = 80' - OCTOBER 6, 2014
SHEET 1 OF 1



LINE	BEARING	DISTANCE
L1	N31°50'26"W	37.35'
L2	N16°18'34"E	37.35'
L3	N16°18'34"W	98.08'
L4	N48°51'19"W	89.76'
L5	N31°50'26"W	69.86'
L6	S48°06'10"E	33.17'
L7	S48°51'19"E	128.63'
L8	S16°18'34"E	175.89'
L9	N31°50'26"W	74.69'
L10	S16°18'34"E	74.69'
L11	N31°50'26"W	319.31'
L12	S48°06'10"E	36.76'
L13	S48°51'19"E	33.17'
L14	S31°50'26"E	180.33'

- NOTES:
1. THE MERIDIAN SOURCE FOR THIS PLAT IS BASED ON "BOUNDARY LINE AGREEMENT PLAT PARCEL 'D'-1", PARCEL "1-A" AND PARCEL "2-A" (O.B. 2154, P. 1923-PLAT) CITY OF NEWPORT NEWS, VIRGINIA, PREPARED BY ORAPER ADEN ASSOCIATES AND RECORDED AS INSTRUMENT #140007336.
 2. THIS EXHIBIT PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
 3. THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS FOR EXHIBIT PURPOSES ONLY.
 4. THIS EXHIBIT PLAT DOES NOT SHOW ALL EASEMENTS AFFECTING THE PROPERTY.

• PIN FOUND (UNLESS OTHERWISE NOTED)
○ CORNER NOT FOUND

HOW OR FORMERLY
CITY OF NEWPORT NEWS WATERWORKS
(O.B. 51, P. 2)
PD: 042000201

PARCEL 2-A
(O.B. 2154, P. 1923-PLAT)
PROPERTY OF
CITY OF NEWPORT NEWS
(INST. #100018907)
(O.B. 1547, P. 57)
PD: 042000204

PARCEL 1-A
(O.B. 2154, P. 1923-PLAT)
NOW OR FORMERLY
HARBERRY ASSOCIATES, INC.
(O.B. 2154, P. 1923)
(O.B. 1547, P. 57)
PD: 042000203

RELOCATED PORTION OF
EASEMENT

20' OF RELOCATED PORTION OF
EASEMENT

VACATED PORTION OF 20'
EASEMENT

CITY OF NEWPORT NEWS
LEE HALL RESERVOIR

H. Appropriations

ACTION:

A REQUEST FOR A MOTION OF CITY COUNCIL TO
APPROVE AS A BLOCK THE FOLLOWING
APPROPRIATIONS.

1. None submitted

*I. Citizen Comments on Matters Germane to the Business of City Council

J. New Business and Councilmember Comments

City Manager
City Attorney
City Clerk

Vick
Woodbury
Bateman
Cherry
Coleman
Price
Scott

K. Adjourn

***THE BUSINESS PORTION OF THE MEETING WILL BE CONCLUDED NO
LATER THAN 10:00 P.M. TO ALLOW PERSONS TO ADDRESS CITY COUNCIL
UNDER "CITIZEN COMMENTS ON MATTERS GERMANE TO THE BUSINESS
OF CITY COUNCIL."**